

## **SECTION I**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSAL**

The State of California (State) Department of General Services (DGS) is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to develop a Master Services Agreement (MSA) for Video and Audio Streaming Services for the State of California and participating local governments.

Responses to this RFP will be evaluated based on the highest total score, and award, if made, will be to multiple bidders in accordance with the methodology defined in Section IX, Evaluation Section, of this RFP. Successful bidders will be required to provide services on a statewide basis.

### **B. ADDITIONAL INFORMATION**

All bidders must have been in business for at least 24 months as of the release date of this RFP and have performed a minimum of 500 webcasts (see Section V.B.1.b) to be eligible to participate. The State is not obligated to purchase from successful bidders any specific quantity of services or guaranteed dollar value on orders as a result of this MSA.

### **C. MASTER SERVICES AGREEMENT TERM**

The term of the MSA resulting from this RFP will be three (3) years with, at the State's option, the ability to extend the term for two (2) additional one (1) year terms. Agency contracts that are in place prior to the MSA contract period expiration may continue for up to 12 months beyond the expiration of the MSA contract period.

### **D. EVALUATION SUMMARY**

The proposals will be evaluated on administrative and technical requirements, in addition to costs. This RFP includes a requirement to submit maximum fixed price quotations for the life of the MSA. Ordering agencies will then obtain best offers from the list of qualified vendors.

The evaluation method is designed to use the best value to determine awards to responsive and responsible bidders. A responsive bidder is one whose bid response meets all of the solicitation's requirements per

the evaluation criteria established herein. Any bidder suspended from the State's procurement process will not be eligible for award.

#### E. SCOPE OF THE RFP AND BIDDER ADMONISHMENT

This RFP is being conducted under the policies developed by the Department of Finance and procedures developed by the Department of General Services as provided under Public Contract Code Section 12102 et seq.

This RFP contains instructions governing the requirements for the submission of a proposal, and includes the proposal format, the material to be included with the proposal, and how the entire proposal is to be submitted to the DGS for consideration. This RFP also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidders' responsibilities.

Bidders assume responsibility for comprehending the entire RFP. If clarification is desired, it is the responsibility of the bidder to submit questions, in writing, to the Department Official listed in Section I.F by the required dates and times specified in Section I.G, KEY ACTION DATES. It is the bidder's responsibility to ensure that all procedures and requirements of the RFP are accurately followed and appropriately addressed. The bidder should carefully read the entire RFP before submitting a proposal.

#### F. DEPARTMENT OFFICIAL

The Department Official and the mailing address to send bids, questions or copies of protests is:

Joyce Griffin  
Procurement Division  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605  
916-375-4576 (Telephone)  
916-375-4663 (Fax)  
[joyce.griffin@dgs.ca.gov](mailto:joyce.griffin@dgs.ca.gov) (email)

## G. KEY ACTION DATES

Listed below are the important actions and dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via written addendum to this RFP. **ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS RFP.**

<u>ACTION</u>	<u>DATE</u>
1. Release of RFP	04/18/07
2. Last day for Vendors to submit questions for Bidders Conference	05/04/07
3. Non-Mandatory Bidders Conference (time & location TBD)	05/10/07
4. Last day to submit Letter of Intent to Bid	05/17/07
5. Last Day for Vendors to Submit Request for Change/Questions on the RFP	05/24/07
6. Last Day to Protest RFP Requirements	05/31/07
7. Submission of <u>Draft</u> Proposals*** (by 3:00 p.m.)	06/08/07
8. Confidential Discussions with Individual Bidders	06/21/07
9. Submission of <u>Final</u> Proposals (by 3:00 p.m.)	07/10/07
8. Public Cost Opening (time & location TBD)	07/17/07
9. Notification of Intent to Award	07/31/07
10. Last day to protest selection	08/07/07
11. Contract Award	08/21/07

**\*\*\* BIDDERS: REVIEW BID SUBMISSION CHECKLIST PRIOR TO SUBMITTING FINAL PROPOSAL (See Exhibit I-B)**

## H. INTENT TO BID

Bidders that want to participate in the RFP steps must submit a notification of intent to bid on this RFP in accordance with Section II, Paragraph B.6., Intent to Bid, to receive additional information. Only those Bidders submitting an Intent to Bid will receive additional correspondence regarding this RFP. The letter should identify the contact person for the solicitation process, including a phone number, email address and fax number. See **EXHIBIT I-A**. There is to be only one (1) contact person per bidding entity during the process. Information related to a Bidder will only be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the Department Official, in writing, regarding any revision to the information pertaining to the designated contact person. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person. The letter is to also identify the Bidder's intention related to contract language.

## I. BIDDERS CONFERENCE (Non-Mandatory)

Bidders will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Please RSVP to the Department Official stated previously in this Section at least five (5) days prior to the conference date specified in I.G above if you will be attending the conference and indicate the number of attendees from your company. Those bidders attending will receive instructions regarding time and location. No transcript of the discussion, other than question and answer sets, will be provided. Oral answers shall not be binding on the State. See Section II.B.5 for additional information regarding the bidders conference.

## J. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at (916) 445-2500 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also contact directly the Procurement Division contact person that is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone number is:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922

TTY: 1-800-735-2929

Speech-to-Speech 1-800-854-7784

#### K. LIST OF ACRONYMS

In the interest of clarity, the State has provided a list of acronyms and definitions (See Exhibit I-C) that may be used in this RFP or in the bidder's response. Bidders using these acronyms to mean anything other than what is stated in the list shall provide a full definition of the intended meaning.

LETTER OF INTENT TO BID

Joyce Griffin  
Procurement Division  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

Reference: **RFP MSA 55807**

This is to notify you that it is our present intent to **submit/not submit** (circle one) information in response to the above referenced RFP. The individual to whom all information regarding this RFP should be transmitted is:

Name:

Address:

City, State, & Zip

Phone Number:

Fax Number:

We concur with the proposed contract language as presented in the RFP.

**If declining to bid, please state reason(s) why:**

Sincerely,

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Email address

## EXHIBIT I-B

BIDDER'S FINAL PROPOSAL CHECKLIST

- DOES YOUR FINAL PROPOSAL SUBMITTAL DOCUMENTATION FOLLOW THE FORMAT SPECIFIED IN SECTION VIII (PROPOSAL FORMAT) IN THE RFP?
  - ⇒ COVER LETTER WITH ORIGINAL SIGNATURE INCLUDED?
  - ⇒ LABELED VOLUMES AS IDENTIFIED AND IN THE SPECIFIED NUMBER OF COPIES?
  - ⇒ NO COST DATA PROVIDED IN ANY VOLUMES EXCEPT VOLUME III?
- IS THE CONTRACT IN YOUR FINAL PROPOSAL AND IN ORDER?
  - ⇒ CONTRACT SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE FIRM?
  - ⇒ HAVE ALL BLANK AREAS IN THE CONTRACT LANGUAGE BEEN COMPLETED?
  - ⇒ DO THE COSTS ENTERED ON THE COST SHEETS IN VOLUME III OF THE FINAL PROPOSAL SUBMITTAL CORRESPOND WITH THOSE COSTS IDENTIFIED IN THE CONTRACT EXHIBIT(S)?
- FINANCIAL INFORMATION REQUIREMENT SATISFIED?

**BIDDERS:THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE SOLICITATION. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT(S). THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL PROPOSAL RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL PROPOSALS CANNOT BE OVER EMPHASIZED.**

## LIST OF ACRONYMS

<b>Acronym</b>	<b>Definition</b>
<b>3G</b>	Third Generation mobile telephone systems
<b>AAC</b>	Advanced Audio Coding- Audio compression portion of MPEG-2 standard (Part 7)
<b>AC-3</b>	Dolby Labs compression format for compressed digital audio
<b>ADA</b>	American with Disabilities Act
<b>ADAT</b>	Advanced Digital Audio Tape- Recording format for the recording of multi-track digital audio
<b>AES/EBU</b>	An American and European professional interface standard for transferring digital audio
<b>AMBE</b>	Advanced Multi-Band Excitation- Compression format for digital voice (often satellite)
<b>AVI</b>	Audio Video Interleave- Container format for transferring digital audio and video content
<b>BAS</b>	Broadcast Auxiliary Service- Frequency band for local area transmission of broadcast video
<b>BNC/TNC</b>	Bayonet N Connector/Threaded N Connector - common interface for analog video signals
<b>CBR</b>	Constant Bit Rate – A data service where the bits are conveyed regularly in time and at a constant rate, carefully timed between source (transmitter) and sink (receiver) (i.e., following a timing source or clock).
<b>CD</b>	Compact Disk- A removable media digital storage format
<b>DAM</b>	Digital Asset Management- Systems which store, reference and retrieve multimedia content
<b>DENG</b>	Digital Electronic News Gathering
<b>DSNG</b>	Digital Satellite News Gathering
<b>DV</b>	Digital Video- Compression format for semi-professional digital video
<b>DVD</b>	Digital Versatile Disk- A removable media digital storage format
<b>DVCAM</b>	Semi-professional digital video recording format developed by Sony
<b>DVCPRO</b>	One of several professional digital video recording formats developed by Panasonic
<b>F TYPE</b>	Common twist-on connector interface for analog or digital video signals
<b>G.711</b>	International standard for 64 Kbs digital voice
<b>G.726</b>	International standard for multi-rate compression of digital voice
<b>G.729ab</b>	International standard for highly compressed digital voice
<b>GIS</b>	Geographic Information Services
<b>GPS</b>	Geographic Positioning System



<b>Acronym</b>	<b>Definition</b>
<b>H.263</b>	International standard for compressed videoconferencing content
<b>H.264/AVC</b>	International standard for highly compressed digital video content (AVC) Advanced Video Coding
<b>HDMI</b>	High Definition Multimedia Interface- Interface for transferring digital audio/video signals
<b>HE-AAC</b>	High Efficiency AAC- Audio compression portion of MPEG-4 standard (Part 3)
<b>ICDN</b>	Internet Content Delivery Network- Systems supporting transfer of multimedia over Internet
<b>IEEE 1392</b>	Standard interface for transferring digital audio and video (i.e. Firewire)
<b>IM</b>	Instant Messaging
<b>IPTV</b>	Internet Protocol Television
<b>Kbs</b>	Kilo (1000) bits per second
<b>MP3</b>	Audio compression portion of MPEG-1 standard (Level 3)
<b>MP4</b>	A multimedia container format used to store audio and video streams, particularly those defined by the MPEG.
<b>M-JPEG</b>	Motion-Joint Photographic Experts Group
<b>MPEG-1</b>	Motion Picture Experts Group #1- Original standard for compression and audio and video
<b>MPEG-2</b>	Motion Picture Experts Group #4- Broadcast standard for compression and audio and video
<b>MPEG-4</b>	Motion Picture Experts Group #4- Standard for interactive streaming multimedia content
<b>MPEG-7</b>	Motion Picture Experts Group #7- Standard for metadata referencing of multimedia content
<b>PC</b>	Personal Computer
<b>PDA</b>	Personal Digital Assistant
<b>Q&amp;A</b>	Question and Answer
<b>QCELP</b>	Qualcomm Code Excited Linear Prediction Standard for compressed digital voice (cellular)
<b>RCA Audio</b>	Also referred to as a phono connector
<b>RGBHV</b>	Red, Blue, Green, Horizontal, Vertical- Signal format for transfer of "component" video
<b>RGBS</b>	Red, Blue, Green, Synchronization- Signal format for transfer of "component" video
<b>Section 508</b>	Federal government regulation regarding accessibility of web-based content
<b>SPDIF</b>	Sony/Phillips Digital Interface format for transferring digital audio
<b>STL</b>	Studio Transmission Link- A radio link supporting the local area transmission of broadcast video
<b>S-VHS</b>	<b>S-VHS</b> "Super" Video Home System –Consumer digital recording format developed by JVC

Acronym	Definition
<b>S-Video</b>	<b>S-Video</b> "Separated" Video- Signal format for transferring black/white and color video separately
<b>URL</b>	Uniform Resource Locator
<b>VC-1</b>	Video Coding 1- Broadcast standard for highly compressed digital video
<b>VCD</b>	Video Compact Disk- A removable media digital storage format for video
<b>WAV</b>	Waveform Audio Format- Microsoft container format for digitized audio
<b>WECo Patch</b>	Western Electric Co - Professional push-in patch connector for analog or digital video
<b>WMA</b>	Microsoft file format for compressed digital audio
<b>WMV</b>	Microsoft file format for compressed digital video
<b>XLR</b>	Three pin audio connector

## SECTION II

## IDENTIFICATION AND CLASSIFICATION OF RFP REQUIREMENTS

### 1. Requirements

The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition from which a deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the vendor, or on the cost to the State. Material deviations cannot be waived.

### 2. Desirable Items

The words "should" or "may" in the RFP indicate non-mandatory attributes or conditions, but are permissive in nature. Deviation from or omission of such a desirable feature, even if material, will not in itself cause rejection of a bid.

## B. BIDDING REQUIREMENTS AND CONDITIONS

### 1. General

This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Bid is an irrevocable offer for 90 (ninety) days following the scheduled date for intent to award specified in Section I.G, "KEY ACTION DATES." A bidder may extend the offer in writing in the event of a delay of contract award.

### 2. RFP Documents

This RFP includes, in addition to an explanation of the State's needs that must be met, instructions that prescribe the format and content of bids to be submitted and the model of the contract to be executed between the State and the successful bidder(s).

If a bidder discovers any ambiguity, conflict, discrepancy,

omission, or other error in this RFP, he/she shall immediately notify the State of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section II.B.7, Addenda, below. Such clarifications shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for it. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible thereafter.

If a bidder fails to notify the State, prior to the date fixed for submission of bids, of an error in the RFP known to the bidder, or an error that reasonably should have been known to the bidder, the bidder shall bid at bidder's own risk; and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

### 3. Examination of the Work

The bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the RFP Section V, "ADMINISTRATIVE REQUIREMENTS."

### 4. Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, with envelope clearly marked "Questions Relating to RFP MSA 55807" to the Department Official listed in Section I.F. To ensure response, questions must be received in writing by the scheduled date(s) given in Section I.G. Question and answer sets will be provided to all bidders without identifying the submitters.

A bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of his/her proposal and which, if disclosed to other bidders, would expose his/her proposal, may submit such questions in the same manner as above, but also marked

"CONFIDENTIAL," and not later than the schedule date specified in Section I.G to ensure a response. The bidder must explain why his/her questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the bidder will be so notified and have the option to withdraw the question or it will be answered and become public record.

## 5. Bidders' Conference

A Bidders' Conference will be held during which bidders will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Notification of the time and place of such conference will be made to all bidders submitting an RFP. Written questions received prior to the cutoff date for submission of such questions, as noted in Section I.G, will be answered at the conference without divulging the source of the query.

The State may also accept oral questions during the conference and will make a reasonable attempt to provide oral answers prior to the conclusion of the conference. A question and answer set will be transmitted within approximately ten (10) working days to all bidders furnished the RFP for bidding purposes. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the question and answer set. Oral answers shall not be binding on the State.

## 6. Intent to Bid

Bidders that want to participate in the RFP should submit a notification of intent to submit a proposal (as indicated in Section VIII, "PROPOSAL FORMAT") by the date listed in Section I.G. "KEY ACTION DATES" in order to receive any and all additional information regarding this RFP. Only those bidders who submit a Letter of Intent to Bid (see Exhibit I-A) will receive additional correspondence regarding this RFP. The letter shall identify the contact person for the solicitation process and include a phone, fax number and E-mail address. There is to be only one (1) contact person during the process and information related to the

bidding company will only be given to the designated contact person. It shall be the bidder's responsibility to immediately notify the State Department Official, in writing, regarding any revision to the information pertaining to the designated contact person. The State shall not be responsible for proposal correspondence not received by the bidder if the bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

## 7. Addenda

The State may modify the RFP prior to the date fixed for submission of Final Bids by issuance of an addendum to all participating bidders. Addenda will be numbered consecutively. If any bidder determines that an addendum, or other provision of this RFP, unnecessarily restricts its ability to submit a proposal, the bidder is allowed five (5) working days from the addendum date to submit a written request for change to the RFP. Such requests regarding any issue other than selection of the "successful bidder" will be heard and resolved by the Deputy Director of the Department of General Services Procurement Division, or designee, whose decision will be final. In the event an addendum or written response is not issued to address the purported restriction within five (5) working days after receipt of the request, the bidder may assume the determination by the Deputy Director, or designee, is that the requirement is necessary and the State will proceed without changing the RFP requirement. The last date to submit concerns or requests for changes is ten (10) working days prior to the Final Proposal due date.

## 8. Bonds

The State reserves the right to require a faithful performance bond or other security document, as determined by agencies contracting against the resultant MSA, as specified in the RFP from the supplier in an amount not to exceed the amount of the contract. In the event a surety bond is required by the State which has not been expressly required by the specification, the State will reimburse the supplier, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

## 9. Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

## 10. Joint Bids

A joint bid (two or more bidders quoting jointly on one bid) may be submitted and each participating bidder must sign the joint bid. If the contract is awarded to joint bidders, it shall be one indivisible contract. Each joint bidder will be jointly and severally responsible for the performance of the entire contract, and the joint bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint bidders.

## 11. Air or Water Pollution Violations

Unless the contract is less than \$5,000 or with a sole source contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board to notify State agencies of such persons. No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of State or federal air or water pollution control laws.

## 12. Fair Employment and Housing Commission Regulations

California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

## 13. Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of Electronic Data Processing (EDP) products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus EDP products, if that consultant would directly and/or materially benefit from State adoption of such recommendations.

## 14. Follow-on Contracts

In accordance with Public Contract Code Section 10365.5 (a), no person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant who contracts with a State agency to develop formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the formal recommendations. (Formal recommendations include, among other things, feasibility studies.)



## C. BIDDING STEPS

### 1. General

The State reserves the right to reject any and all proposals in the best interests of the State. Proposals cannot, however, be selectively rejected without cause.

### 2. Draft Bid

The purpose of the Draft Bid is to provide the State with an “almost final” bid in order to identify any faulty administrative aspect of the bid which, if not corrected, could cause the Final Bid to be rejected for ministerial reasons.

The Draft Bid should be complete in every respect as required by the RFP section on Proposal Format, except cost. **The inclusion of cost information in the Draft Bid may be a basis for rejecting the bid and notifying the bidder that further participation in the procurement is prohibited.**

**Review of the Draft Bid by the State may include confidential discussions with individual bidders and will provide feedback to the bidder prior to submittal of the final proposal.** The State will notify the bidder of any defects it has detected in the Draft Bid, or of the fact that it did not detect any such defects. Such notification is intended to minimize the risk that the Final Bid will be deemed defective; however, **the State will not provide any warranty that all defects have been detected and that such notification will not preclude rejection of the final bid if such defects are later found.**

If the State finds it necessary, the State may call for revised Draft Bid submittals, or portions thereof. The bidder will be notified of defects discovered in these submittals as well in accordance with the above.

### 3. Final Bid

The Final Bid must be complete, including all cost information, required signatures, contract language changes agreed to in writing and corrections to those defects noted by the State in its review of the Draft Bid. If required in the RFP Section VIII PROPOSAL FORMAT, cost data (as identified in the above

referenced section) must be submitted under separate, sealed cover.

#### 4. Confidentiality

FINAL BIDS ARE PUBLIC UPON OPENING PURSUANT TO THE CALIFORNIA PUBLIC RECORDS ACT, CALIFORNIA GOVERNMENT CODE SECTION 6250 ET SEQ; HOWEVER, THE CONTENTS OF ALL PROPOSALS, DRAFT BIDS, CORRESPONDENCE, AGENDA, MEMORANDA, WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BIDDER'S PROPOSAL SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL BID WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE BID. ANY DISCLOSURE OF CONFIDENTIAL STATE INFORMATION BY THE BIDDER IS A BASIS FOR REJECTING THE BIDDER'S PROPOSAL AND RULING THE BIDDER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED.

#### 5. Submission of Final Proposals

The instructions contained herein apply to the Draft and Final Bid.

##### a. Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. **EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE RFP INSTRUCTIONS,**

**RESPONSIVENESS TO THE RFP REQUIREMENTS AND ON COMPLETENESS AND CLARITY OF CONTENT.**

Responsiveness includes, but may not be limited to, returning the required RFP sections with all required forms completed and Cost Worksheets completed in full by the required dates.

b. Bidder's Cost

Costs for developing proposals and bids are the responsibility entirely of the bidder and shall not be chargeable to the State.

c. Completion of Proposals and Bids

Proposals and bids must be complete in all respects as required by the RFP Section VIII, PROPOSAL FORMAT. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Bid must contain all costs required by the RFP Section VII, COST and Section VIII PROPOSAL FORMAT, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in the RFP Section VIII PROPOSAL FORMAT, cost data (as identified in the above referenced section) must be submitted under separate, sealed cover. Draft Bids must contain all information required in the Final Bid except cost. Exhibit II-A at the end of this Section II entitled COMPETITIVE BIDDING AND BID RESPONSIVENESS emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of bids. Bidders are encouraged to review this exhibit.

d. False or Misleading Statements

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the bid.

## e. Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement Form 213, shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned Final Bid shall be rejected.

## f. Delivery of Proposals and Bids

Mail or deliver proposals and bids to the Department Official listed in Section I.F. Label the proposal as follows: "RFP MSA 55807 for Streaming Video and Audio Services". The sealed cover shall also be clearly marked "CONFIDENTIAL" and shall state the scheduled date and time for submission. Proposals not submitted under sealed cover will be rejected. Final Bids not received by the date and time specified in Section I.G, or not sealed, will be rejected. Proposals and bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal or bid, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Bid is not clearly marked "Master Copy," the State may reject the bid; however, the State may at its sole option select, immediately after bid opening, one copy to be used as the Master Copy.

## g. Withdrawal and Resubmission/Modification of Proposals and Bids

A bidder may withdraw its Final Bid at any time prior to the bid submission time specified in Section I.G, KEY ACTION DATES, by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Section II.C.5.e, Signature of Bid. The bidder may, thereafter, submit a new or modified bid prior to such bid submission time. Modification offered in any other manner, oral or written, will not be considered. Final Bids cannot be changed or withdrawn after the time designated for receipt, except as provided in Section II.C.7.c. of this section.

## 6. Rejection of Proposals

Deviations, whether or not intentional, may cause your proposal to be non-responsive and not considered for award.

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. An immaterial deviation will be examined to determine if the deviation will be accepted. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP requirements and/or specifications if awarded a contract. FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION I.G KEY ACTION DATES OR NOT SEALED WILL BE REJECTED.

## 7. Evaluation and Selection Process

### a. General

Proposals and bids will be evaluated according to the procedures contained in the RFP Section IX EVALUATION.

### b. Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing.

### c. Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

(1) If the bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.

(2) The State may at its sole option correct obvious clerical errors.

- (3) The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal, the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
- (4) The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal.
- (a) If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the bidder at no cost.
  - (b) If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the bid will be interpreted to mean that the item will be provided at no cost.
  - (c) If a major item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the bidder does not intend to supply that item.
  - (d) If a major item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that item at no cost.
- (5) If a bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the RFP.

If the recomputations or interpretations, as applied in accordance with this Section, result in significant changes

in the amount of money to be paid to the bidder (if awarded the contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CHANGE THEM AFTER THE TIME FOR SUBMITTAL.

- (6) In the event an ambiguity or discrepancy between the general requirements described in Section IV (Proposed System) and the specific technical requirements set forth in Section VI (Technical Requirements) is detected after the opening of bids, Section VI, and the bidder's response thereto, shall have priority over Section IV, and the bidder's response thereto. Refer to this Section II.B.2 regarding immediate notification to State contact when ambiguities, discrepancies, omissions, etcetera are discovered.

## 8. Award of Contract

Award of contract, if made, will be in accordance with the RFP Section IX EVALUATION to a responsible bidder whose Final Bid complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award specified in Section I.G; however, a bidder may extend the offer beyond forty-five (45) days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. The State reserves the right to modify or cancel in whole or in part its RFP.

Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFP.

Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a Final Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of this Section and Section IX, Evaluation, the bidder will be allowed five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in paragraph II.E-1 of this section.

#### 9. Debriefing

A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the RFP specifications or requirements.

### D. CONTRACTUAL INFORMATION

#### 1. Contract Form

The State has model contract forms to be used by State agencies when contracting for EDP or Telecommunications goods and services and non-IT services. The model contract appropriate for the specific requirements of this RFP is included in the RFP, Appendix A.

#### 2. Specific Terms and Conditions

In traditional competitive bidding, the contract to be awarded is included in the solicitation document in its final form, and any alteration by a bidder will result in rejection of its bid. The State recognizes, however, that the various suppliers of EDP goods and services have developed pricing structures and procedures that differ from each other, and that, if the State were to specify the exact language of the contract to be executed, it could result in firms being unwilling to do business with the State of California because of contract statements which are incompatible with their business methods. In recognition of the above, the form of the contract contained in the attached Appendix permit, where appropriate, the substitution and/or insertion of supplier-specified language by the bidder. All such substitutions and insertions must be approved by the Department of General Services. The Department of General Services may request the



Department of Finance's concurrence on the approval of changes involving significant issues. Terms and conditions which do not comply in substance with all material requirements of the RFP, which are contrary to the best interests of the State, or which are in opposition to State policy will not be accepted.

The State will pre-negotiate repetitively used terms and conditions with suppliers at their request. These pre-negotiated terms and conditions will be kept on file and bidders may refer to them as their proposed contract language for individual solicitations.

### 3. Approval of Proposed Contract

To comply with the requirements of competitive bidding procedures, the contract must be fixed prior to the submission of the Final Bids; no negotiation is permissible after that time. It is required, therefore, that any supplier who intends to bid on this RFP submit its proposed contract to the State in accordance with the schedule contained in Section I.G. If a bidder has pre-negotiated language with the State, the bidder may indicate that this is the language proposed and submit only changes to any language that has not been pre-negotiated. (For a particular RFP it is possible that pre-negotiated language will not be acceptable due to special circumstances. The State will notify the bidder if this is the case and will renegotiate that language for this procurement.) For language that has not been pre-negotiated, the proposed contract, or portions thereof, must be submitted in the form of the prescribed model, and deviations from the exact language contained in the model must conform to the guidance therein stated. The proposed contract must contain all proposed terms and conditions, and with all blanks filled in, but it must not contain (other than in sample form) any identification of proposed goods or cost data. Note, however, that the Draft Bid must contain the approved contract with all the blanks filled in except for cost data as specified in Section II.C.2 above. The proposed contract must be clearly labeled "Proposed Contract" with the RFP identification from the RFP title page. The State will notify the bidder as to which, if any, terms and conditions are not acceptable to the State and will arrange an appropriate meeting at a mutually satisfactory time to resolve any differences.

IT IS ESSENTIAL THAT THE BIDDER'S PROPOSED CONTRACT BE ACCEPTABLE TO THE STATE PRIOR TO THE FINAL BID

SUBMISSION DATE. SUCH ACCEPTANCE DOES NOT RELIEVE THE BIDDER OF PROVIDING OTHER NECESSARY INFORMATION REQUIRED IN THE CONTRACT. IF A BID CONTAINS UNAPPROVED CONTRACT LANGUAGE, THE POTENTIAL FOR BID REJECTION IS SUBSTANTIALLY INCREASED.

APPROVED CONTRACT LANGUAGE FOR THIS PARTICULAR RFP WHICH IS NOT PROPRIETARY TO THE BIDDER WILL BE AVAILABLE TO ALL BIDDERS SHORTLY AFTER THE LAST DAY TO NEGOTIATE CONTRACT LANGUAGE.

PRENEGOTIATED TERMS AND CONDITIONS ARE AVAILABLE AT ANY TIME.

#### 4. Term of Contract

The State intends to retain the required goods and services for at least the period specified elsewhere in this RFP. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in the RFP, Section V ADMINISTRATIVE REQUIREMENTS.

### E. OTHER INFORMATION

#### 1. Protests

Before a protest is submitted regarding any issue other than selection of the "successful supplier," the bidder must make full and timely use of the procedures described in this Section II to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. In such cases, a protest may be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful supplier" will be heard and resolved by the Deputy Director of the Department of General Services Procurement Division whose decision will be final.

If a bidder has submitted a bid which it believes to be totally responsive to the requirements of the RFP and to be the bid that should have been selected according to the evaluation procedure

in Section IX EVALUATION and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful supplier" will be heard and resolved by the California Victim Compensation and Government Claims Board whose decision will be final.

All protests must be made in writing, signed by an individual authorized under Section II.C.5.e Signature of Bid, and contain a statement of the reason(s) for protest, citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street Address:	Mailing Address:
Deputy Director	Deputy Director
Procurement Division	Procurement Division
707 Third Street, 2 <sup>nd</sup>	P.O. Box 989052
Floor	
West Sacramento, CA	Sacramento, CA 95798-
95605	9052

All protests to the RFP or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective times and dates specified in Section I.G for such protests or the respective date of the Notification of Intent to Award, whichever is later. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

## 2. News Releases

Any publications or news releases relating to a contract resulting from this RFP shall not be made without prior written approval of the Department Official listed in Section I.F.

## 3. Disposition of Proposals and Bids

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. The Master Copy shall be retained for official files and will become a public record after the date and time for Final Bid submission as specified in Section I.G, "KEY ACTION DATES." However, confidential financial information submitted in support of the requirement to show bidder responsibility will be returned to the bidder upon request.

#### 4. Contacts for Information

Bidders may contact the Department Contact listed in Section I.F for visits to the physical installation for purposes of familiarization and evaluation of the current processes. Visits shall be made by appointment only, during normal business hours, and will be limited to the Department Contact listed in Section I.F or the Contact's designee. Visits shall be permitted to the extent that they do not unduly interfere with the conduct of State business.

Oral communications of department officers and employees concerning this RFP shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this RFP.

## COMPETITIVE BIDDING AND BID RESPONSIVENESS

The purpose of competitive bidding is to secure public objectives in the most value-effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the public body (the State, in the present context), and is not for the benefit of the bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most value-effective solution to the State's requirements, as determined by the evaluation criteria contained in the RFP.

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. Request for Proposals must provide a basis for full and fair competitive bidding among bidders on a common standard, free of restrictions tending to stifle competition.
2. The State may modify the RFP, prior to the date fixed for submission of bids, by issuance of an addendum to all parties who have been furnished with the RFP for bidding purposes.
3. To have a valid bid, the bid must respond and conform to the invitation, including all the documents which are incorporated therein. A bid which does not literally comply may be rejected.
4. For a variance between the request for bids and the bid to be such as to preclude acceptance (the bid must be rejected), the variance or deviation must be a material one.
5. State agencies usually have the express or implied right to reject any and all bids in the best interests of the State. Bids cannot, however, be selectively rejected without cause.
6. Bids cannot be changed after the time designated for receipt and opening thereof. No negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted.
7. A competitive bid, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency

cannot be deprived without its consent, unless the requirements for rescission are present. All bids become public documents.

8. Bids cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the Invitation for Bids includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain EDP goods or services, the State has received a number of bids which were deemed to be non-responsive to the Invitation for Bids or which could not be considered as valid bids within the competitive bidding procedures. Non-responsive bids or bids which contain qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the bidders. The following examples are illustrative of more common causes for rejection of bids. These examples are listed to assist potential bidders in submission of responsive bids.

1. A bid stated, "The prices stated within are for your information only and are subject to change."
2. A bid stated, "This proposal shall expire thirty (30) days from this date unless extended in writing by the \_\_\_\_ Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)
3. A bid for lease of EDP equipment contained lease plans of a duration shorter than that which had been requested in the RFP.
4. A personal services contract stated, "\_\_\_\_, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, will exercise its best efforts..."
5. A bid stated, "This proposal is not intended to be of a contractual nature."
6. A bid contained the notation "prices are subject to change without notice."
7. A bid was received for the purchase of EDP equipment with unacceptable modifications to the Purchase Contract.

8. A bid for lease of EDP equipment contained lease plans of a duration longer than that which had been requested in the RFP with no provision for earlier termination of the contract.
9. A bid for lease of EDP equipment stated, "...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A bid was delivered to the wrong office.
11. A bid was delivered after the date and time specified in the RFP.
12. An RFP required the delivery of a performance bond covering 25 percent of the proposed contract amount. The bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A bid did not meet contract goal for DVBE participation and did not follow the steps required by the bid to achieve a "good faith effort."
14. A bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the supplier had miscalculated the bid costs. When these corrections were made by the State, the supplier's price had increased and the dollars committed for DVBE participation no longer met goal. The supplier had not followed the steps to achieve a "good faith effort."

### **SECTION III**

## **CURRENT SYSTEM OR PROBLEM OVERVIEW**

Over the last ten years, numerous departments and agencies within the State of California have implemented videoconferencing. In addition, several departments have developed additional expertise in video technology to support their business functions or communications. The Legislative and Judicial branches have both used audio webcasting for some time to broadcast the proceedings of committees and public meetings to staff and the public. Also, the State has recently begun specifying video support within auditoriums and large meeting rooms within newly constructed state buildings. Despite these examples, the State currently lacks the overall technical capabilities and infrastructure to comprehensively utilize video/multimedia webcast technology for improved government and public communications.

The services under this MSA will be designed to offer the public greater access to government and the public meeting process, while also providing a method for fulfilling the increased requirements for accessibility and data archive/transcription capability.

## **SECTION IV**



## **PROPOSED SOLUTION**

The State is seeking to establish a wide range of streaming video and audio services which can be offered to State and local governments across California. The facilities/transport required for delivery of these services will be provided by the user agency through established policy.

The solutions desired shall range from vendor provided and hosted services, to specific services intended for organizations wishing to support in-house webcast and e-learning functions either partially or fully.

## SECTION V

### A. INTRODUCTION

In addition to meeting the technical requirements of this RFP, bidders must adhere to all the administrative requirements of this RFP to be responsive. These include the rules in Section II, "RULES GOVERNING COMPETITION", the schedule specified in Section I, "INTRODUCTION AND OVERVIEW OF REQUIREMENTS", the format specified in Section VIII, "PROPOSAL FORMAT", the completion of cost sheets specified in Section VII, "COST", and the administrative requirements of this section.

### B. BIDDER RESPONSIBILITY

Prior to award of the contract, the State must be assured that the bidder(s) selected have all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the bidder any information that the State deems necessary to determine the bidder's responsibility. If such information is required, the bidder will be so notified in writing by the DGS Department Official noted in Section I and the bidder will be permitted approximately five working days to submit the information requested. Types of financial responsibility information include annual reports and currently audited balance sheets for the firm that is bidding.

#### 1. Business Information

##### a. Financial Stability

The bidder must provide proof of financial stability by providing the following financial information:

Each bidder must provide either Option 1 - Financial Statements or Option 2 - A Letter of Bondability and

submit it by the date specified in Section I.G, "KEY ACTION DATES" for Submission of Final Proposals.

Option 1 - The financial statements must give the State enough information to determine financial stability. The financial statements may include, but are not limited to:

- Financial Statement or Annual Report or Form 10-K for the last two (2) years;
- Statement of income and related earnings;
- Statement of Changes in financial position;
- Letter from the bidder's banking institution;
- Statement from certified public accounting firm.

If the information submitted by the bidder, or available from other sources, is insufficient to satisfy the State as to the bidder's contractual responsibility, the State may request additional information from other sources or reject the proposal as unsatisfactory to reliably establish contractor responsibility. The State's determination of the bidder's responsibility, for the purposes of this RFP, shall be final.

**NOTE: If any of the submitted information is identified by the bidder as confidential, it shall be treated as such by the State and returned upon request after contract award, any protest period, and the bidder's responsibility has been determined.**

Option 2 – A Letter of Bondability from a Surety Company in the amount of \$500,000 to ensure that the bidder can meet this requirement for the agency release order.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

b. Business Qualifications

Each bidder must submit information to prove that they have experience in performing the services required in this RFP. Information provided by the bidder will substantiate the following, at a minimum:

- Bidder must have begun performing services requested in this RFP on or before January 1, 2005.
- Bidder must have performed at least 500 webcasts similar to the services being requested since January 1, 2005. For purposes of evaluation, qualifying "webcasts" must encompass the capturing, encoding, editing, authoring/publishing and streaming of audio, video or other media (alone or in combination) over the Internet in a one-to-many fashion. This work must be for clients external to the bidder and verifiable via the client references and the client list (see B.1.c and d of this section). Bidder shall provide below the number of webcast events performed:

Number of Webcasts \_\_\_\_\_

- Bidder must have done at least five hundred thousand dollars (\$500,000.00) worth of webcast services since January 1, 2005. This work must be for clients external to the bidder.

Bidder agrees to the above requirement(s)? YES \_\_\_\_\_NO \_\_\_\_\_

c. Client References

Each bidder must provide reference information for five (5) external business references for similar webcasting services they have provided since January 1, 2005.

Each bidder must have these five (5) external references (customers) complete and sign the attached Exhibit V-A, Vendor Client Reference Form. Bidders should submit their Vendor Client Reference forms to their selected customers and then include the completed forms with their Final Bid response. The bidder shall ensure that the reference forms are completed by the client and returned to the bidder

in time to be included with the submittal of the Final Bids.

The bidder is responsible for ensuring that the references are aware of potential contact by the State. If the State determines that contact with the reference is necessary to clarify information on the Client Reference Form and cannot contact the primary point of contact within three (3) attempts over three (3) business days, the bidder shall lose all points for that client reference.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

d. Client List

Each bidder shall provide a list of clients, sufficient to substantiate the total number of webcasts the bidder is claiming in V.B.1.b, for whom the bidder has performed services similar to those requested in this RFP. The client list shall include the company, contact person, telephone number, and number of webcast events performed for that company since January 1, 2005.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

e. Bidder Personnel Experience and Education

The bidder must provide personnel, for the performance of the services offered, that are experienced in providing those services and have the appropriate training and certifications.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

- f. If applicable, the bidder must be certified with the Secretary of State of California to do business in the State of California. If the bidder does not currently have this certification, the firm must be certified before the contract award can be made.

The California Secretary of State Certificate of Status must be included with the proposal by the date listed in Section I.G, "KEY ACTION DATES". These required document(s) may be obtained through the Secretary of State at:

California Secretary of State  
Division of Corporate Filing and Services  
1500 Eleventh Street, Third Floor  
Sacramento, CA 95814-5701  
Certification Unit: 916-657-5251  
<http://www.ss.ca.gov>

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

g. Payee Data Record, STD. 204

Bidders are required to sign and submit a Payee Data Record, STD. 204 with their bid. The Std 204 is located at the following link:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

h. Contractor Responsibility

i. Each contractor will:

- Comply with the requirements defined in the RFP and subsequent awarded Statement of Work, including the business support and technical requirements detailed here and in Section VI, "Technical Requirements."
- Comply with the terms and conditions of the MSA.
- Ensure a Vendor Contract Manager has been identified upon contract award and that the State is notified of any change in the Vendor Contract Manager within five (5) business days of the change.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

ii. State and Contractor Business Relationships

The State is committed to working cooperatively with the contractors to establish a positive working relationship and an environment that facilitates communication, cooperation and collaboration between other contractors and with the State.

Successful bidders will be required to work cooperatively with other contractors who may be selected off the MSA by State and local government agencies to provide the desired streaming video and audio services for a given project.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

### iii. Vendor Contract Manager Responsibilities

It is the responsibility of the Vendor Contract Manager to ensure that the contractor complies with each Statement of Work initiated as a result of the MSA. In addition, the responsibility for the Vendor Contract Manager includes obligations for administrative, reporting and relationship management functions of the contractor. The State recognizes and acknowledges all possible scenarios cannot be identified; however, the following representative examples illustrate the type of functions the State will consider in assessing Contract performance.

Some examples of these functions include, but are not limited to the following:

- Responding in writing within 5 business days to the Contracting Agency's correspondence and established suspense date.
- Ensuring that contractor does not market or provide services that are not available on the MSA in a manner that implies to Customers the services are, or will become, contractually available.
- Providing the State written notice of regulatory changes that impact the provisioning of Contract Services and/or administration of the Contract.
- Ensuring the contractor staff are adequately trained on Contract Services and knowledgeable on the terms and conditions of the MSA.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

## iv. Reporting Functions

Reporting functions are defined as detailed accounting of Contract requirements necessary for the State to conduct Contract oversight, monitoring, compliance, and Customer relationships. An example of this function includes, but is not limited to:

- Quarterly reporting to DGS on contract awards for Video Streaming Services for the previous quarter in the format indicated in the Appendix A, Exhibit A, Statement of Work. Reports shall be submitted to the appropriate DGS contract administrator.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

## v. Relationship Management Functions

The State perceives the ideal relationship management environment as one which fosters open communications; honest and meaningful discussions; professional courtesy; respect for others' point of view; and enhances an atmosphere of trust that results in a mutually beneficial business relationship. This environment will help ensure that Customers served by the MSA receive cost effective and efficient services that in turn enable them to better serve the citizens of California. Some examples that illustrate relationship management for which the State holds the contractor responsible include, but are not limited to the following:

- Ensuring that contractor assigns a Vendor Contract Manager throughout the term of the MSA.
- Ensuring that contractor provides adequate contractor staff resources and skill levels to support service provided by the contractor.
- Ensuring that contractor responds within 5 business days to the Contracting Agency's verbal requests and/or written directions regarding contract issues
- Ensuring that the contractor and its subcontractors comply with the Contract terms and conditions.



- Ensuring that contractor promptly responds to State's written requests for Contract related and/or supplemental information.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

## 2. Insurance Requirements

Each bidder must provide a Certification of Insurance for the following:

### a. Liability

Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

- i. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- ii. The State of California is included as additional insured.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract (including all MSA release orders). In the event said insurance coverage expires at any time during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificate of insurance are subject to the approval of the Department of General Services, and contractor agrees that no work shall be performed prior to approval. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this contract. The State will not be responsible for any premiums or assessment on the policy.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

## b. Workers' Compensation

Contractor shall furnish to the State a certificate of insurance stating that there is Workers' Compensation insurance presently in effect for all of the contractor's employees who will be engaged in the performance of this agreement. The certificate of insurance must include the following provision:

The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

## 3. Subcontractors

Any subcontractor that the bidder chooses to use in fulfilling the requirements of this RFP shall also meet all RFP requirements as applicable. Bidders awarded contracts will be responsible for coordinating and controlling all aspects of his/her proposal, including support to be provided by a subcontractor and/or secondary contractors, and will be the sole point of contact with the State relative to contract performance. If this performance involves the use of one or more product(s) proprietary to another vendor, the prime bidder will be responsible for acquiring a license for the State's use of such program products from the secondary vendor.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

## C. BIDDING PREFERENCES

## 1. Disabled Veteran Business Enterprise (DVBE) Participation/Incentive Program Requirement

Public Contract Code Section 10115 establishes Contract participation goals of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE). This goal applies to a State agency's overall contracting program.

Bidders must submit a fully executed copy of the Standard Form 840, and 840A with their proposal.

## a. Documentation of Disabled Veteran Business Enterprise Program Requirements (STD. 840)

PLEASE READ THESE INSTRUCTIONS CAREFULLY. Failure to submit a complete response may result in a non-responsive determination, in which case the Final Proposal will be rejected. Refer to the following DVBE Resource Packet and Documentation of DVBE Program Requirements website links for requirements and the DVBE form (STD 840). This form must be completed and submitted in the draft and final bids with no dollar amounts included. The final version with costs included must be submitted in the separately sealed cost portion of the final bid.

NOTE: For Bidders choosing to pursue a Good Faith Effort or Option B (described in the websites below), advertisement(s) must be published at least 14 days prior to the Final Proposal submission date for a period of fourteen (14) days. It is acceptable to advertise in just one trade or DVBE paper if it fulfills both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

The California Disabled Veteran Business Enterprise Requirements and DVBE form (STD 840) are available at the following web site links:

DVBE Resource Packet:

<http://www.documents.dgs.ca.gov/pd/dvbe/resource.pdf>

Documentation of DVBE Program Requirements (STD 840/840A):

<http://www.documents.dgs.ca.gov/pd/poliproc/DVBE-ReqPack.doc>

DVBE Participation Program Frequently Asked Questions (FAQ):

<http://www.pd.dgs.ca.gov/dvbe/pgmfaqs.htm#faq>

The Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Certification offers program information and may be reached at:

Small Business and DVBE Certification  
707 Third Street, 1<sup>st</sup> Floor, Room 400

West Sacramento, CA 95605  
Homepage: <http://www.pd.dgs.ca.gov/smbus>  
24-hour information and document request system: (916)  
322-5060  
Receptionist: (916) 375-4940 Fax: (916) 375-4950

b. Disabled Veteran Business Enterprise Declarations (STD. 843)

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) Std. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus). The completed form should be included with the bid response.

The DGS Procurement Division evaluation procedures for DVBE participation are revised. Pursuant to California Code of Regulations (CCR) 1896.60 et seq., bidders claiming to meet the DVBE goal participation requirements must be prepared to demonstrate the DVBE subcontractors are performing work that is reasonable for this Contract and is of a commercially useful function. Bidders shall comply with the State of California - DVBE requirements and are required to submit the completed documents in the RFP response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

Disabled Veteran Business Enterprise Declarations (STD. 843)

To access the DVBE Declarations document go to the following link:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843.pdf>

## c. Bidder Declaration Form – (GSPD 05-105)

**All** bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidder Declaration form – (GSPD 05-105)

To access the Bidder Declaration (GSPD-05-105) go to the following link:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

## d. Disabled Veteran Business Enterprise (DVBE) Incentive Requirement

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide Disabled Veteran Business Enterprise (DVBE) participation. For evaluation purposes only, the State shall apply an incentive to proposals that include California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards is based on the amount of DVBE participation obtained. The incentive is only given to those Bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting contract. See Section IX-Evaluation for details on incentive use.

If the Bidder chooses Option A, Commitment to full DVBE participation, or Option C, Business Utilization Plan on Form STD. 840, the Final bid must contain the completed Bidder Declaration GSPD-05-105. This form allows Bidders to identify if they are a DVBE and/or identify DVBE subcontractors, their proposed contract function, and the corresponding percentage of participation. NOTE: The State has a DVBE goal of three percent (3%.) If the Bidder Declaration shows participation of less than 3%, a Good Faith Effort must be documented.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

## 2. Small Business Preference – IF APPLICABLE

There are several preferences given to vendors who can meet certain requirements. These preferences are each identified below. If you satisfy the requirements and are asking that your bid receive the evaluation preferences, you must clearly identify in your bid which of these preferences you qualify for and that you are requesting that your bid be given the appropriate preferences.

A copy of the bidder's Small Business Certification must be completed and submitted by the date indicated in Section I.G Key Action Dates for Submission of Final Proposals.

### a. Revised Small Business Regulations

The Small Business regulations, located in California Code of Regulations, Title 2, Section 1896 et seq, concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals were revised, effective 9/09/04. The regulations can be viewed at ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)). Access the regulations by clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

### b. New Non-Small Business Subcontractor Preference

A 5% bid preference is now available to a non-small business claiming 25% California-certified small business subcontractor participation. If applicable, submit a corresponding letter claiming the preference. DO NOT include any dollar amounts on these forms, as that may be cause for rejection of the bid.

If claiming the non-small business subcontractor preference, the proposal response must include a list of the small business(es) with which the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California Certified Small Businesses. Each listed certified small business must perform a "commercially useful function" in performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California Certified Small Business subcontractors must be attached to the proposal response and must include the following: 1) Subcontractor name, 2) address, 3) phone number, 4) description of the work to be performed and/or products supplied, 5) and percentage of the net proposal price (as specified in the solicitation) per subcontractor.

c. Small Business Preferences

Bidders claiming the 5% preference must be certified by California as a small business. Questions regarding certification should be directed to the Office of Small Business and DVBE Certification at 916/375-4940.

Small Businesses are desired and encouraged to participate in this RFP. Section 14835, et seq, of the California Government Code requires a 5% preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in California Code of Regulations, Title 2, Section 1896, et seq. The small business preference is for California-based small businesses.

To claim the small business preference, which may not exceed \$50,000 for any proposal, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and Disabled Veteran Business Certification (OSDC) by 5:00 p.m. on the Final Proposal due date and be verified by such office. Questions regarding the preference approval process should be directed to the OSDC at 916/375-4940. A copy of the regulations, instructions and format for claiming the small business preference is available at <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>

Points - The small business preference is applied to the total points scored during the evaluation and shall be computed as follows: if a large business has earned the highest point count, a preference equal to 5% of that total point score shall be computed and shall constitute the small business preference points, per Government Code Section 14838.b.2. The preference points shall be added to the total points of all responsive California Certified Small Business bidders.

3. Target Area Contract Preference Act (TACPA), Enterprise Zone Act (EZZ), Local Military Base Recovery Preference Request (LAMBRA)

- a. Preference will be granted to California-based contractors in accordance with Government Code Section 4530 whenever contract goods and services are in excess of \$85,000 and the contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal. Refer to the following website to obtain the appropriate form:

<http://www.pd.dgs.ca.gov/edip/tacpa.htm>

- b. Government Code Section 7080, et seq, provides that California-based companies may be granted preferences when bidding on State contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their Final Proposal. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website to obtain the appropriate form:

<http://www.pd.dgs.ca.gov/edip/eza.htm>

- c. California Government Code Section 7118, et seq, provides that California-based companies may be granted preferences when bidding on State contracts in excess of \$100,000 if they qualify and apply for the LAMBRA preference. Contractors desiring to claim this preference must submit a fully executed copy of the Form Std. 832 with their Final Proposal which can be found at:

<http://www.pd.dgs.ca.gov/edip/lambra.htm>



**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

EXHIBIT V-A

**Vendor Client Reference Form****Proposing Vendor Name:**

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**Note to Vendor:** Please fill in the table below on behalf of the Client you are asking to complete this reference form.

This form is to be used on a per client basis only. It is assumed that your firm will have webcast more than a single event for a client.

<b>Client Company Name:</b>
<b>Client Company Address:</b>
<b>Contact Person Name:</b>
<b>Contact Person Title:</b>
<b>Phone Number:</b>
<b>e-mail ID:</b>

**Client Satisfaction Rating:** To be completed by the client.

<b>Printed Name of Client Contact Person:</b>
<b>Client Signature:</b>
<b>Date:</b>

Please provide the number of webcast events provided by this Vendor to your organization since January 1, 2005. \_\_\_\_\_

Please comment and rate on a scale of one (1) to five (5) with five (5) being the highest rating, the following questions concerning the referenced Vendor's performance in assisting you with the production of webcast events.

1. Describe and rate the types of service(s), as identified in Question #1, provided by this Vendor for your organization: (1 point)

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**Client Satisfaction Rating #2 Score: (circle one) 1 2 3 4 5**

2. Describe and rate the overall ease of working and coordinating with the Vendor in an end-to-end webcast solution: (3 points)

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**Client Satisfaction Rating #3 Score: (circle one) 1 2 3 4 5**

3. Describe and rate the accessibility and responsiveness of the vendor to your requests? (3 points)

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**Client Satisfaction Rating #4 Score: (circle one) 1 2 3 4 5**

4. Describe and rate the overall quality, craftsmanship, and professionalism of the Vendor's webcast presentation: (3 points)

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**Client Satisfaction Rating #5 Score: (circle one) 1 2 3 4 5**

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5. Describe and rate the overall quality of Vendor personnel performance: (1 point)

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**Client Satisfaction Rating #6 Score: (circle one) 1 2 3 4 5**

6. Was the Vendor's billing easily understood and accurate? (1 point)

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**Client Satisfaction Rating #7 Score: (circle one) 1 2 3 4 5**

7. What is your overall satisfaction with this Vendor? (3 points)

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**Client Satisfaction Rating #8 Score: (circle one) 1 2 3 4 5**

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## SERVICE OFFERINGS COST WORKSHEET

**SECTION VI****TECHNICAL REQUIREMENTS**

Below are listed all of the mandatory and desirable requirements the State of California has identified in order to provide government entities live and on-demand video and audio services.

It is envisioned that a Department or Agency who desires to create a webcast event, (live or on-demand) would be able to select the appropriate services they need to satisfy their requirements for the event from the mandatory and desirable requirements listed below. Some events will require more services, others less services, depending upon the needs of the Department or Agency.

For the purposes of this RFP, the following definitions are provided to clarify the requirement:

Chaptering – A method which allows viewers to navigate through various segments of video by sections, by speaker, or by some other searchable criteria.

Indexing – The process of extracting from the video data the temporal location of a feature and its value, and attaching content based labels or references to those locations.

Dropdown Control – One of various visual common controls, utilized in HTML and Java programming languages (among others).

Throughout this section, the bidder is requested to "Describe below in detail how you intend to satisfy this requirement". The description provided by the bidder shall be provided in concise, descriptive paragraph(s) not to exceed 500 words.

**A. MANDATORY REQUIREMENTS****A.1 General Requirement**

If any hardware and/or software is required to satisfy any of the requirements listed below, the bidder will provide that hardware and/or software for the event and the costs of providing it will be included in the offering price.

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This is a services only contract and the State does not envision purchasing any hardware, equipment or software via this contract.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

**Live Streaming Video and Audio Services**

Under these requirements, the customer will transmit to the bidder a video or audio encoded stream.

**1. Basic Live Streaming Video Service Package**

The bidder shall offer a Basic Live Streaming Video Package that shall consist of the following at a minimum:

- Lobby page. The lobby page shall consist at a minimum of:
  - Customer logo
  - Event description
  - URL to a help page
  - Home re-direct URL
  - Player test for Windows Media and Real Media
- Registration page. The registration page shall consist at a minimum of:
  - Customer logo
  - Event description
  - E-mail notification with Outlook calendaring
  - Registration Statistics:
    - Viewer name
    - Viewer organization/Agency/Department
    - Location: address, city and state
    - User group: state or local government, public
    - E-mail address
- Event console. The event console shall be accessible from the customers' home page. The event console shall consist at a minimum of:
  - Customer logo
  - URL to help page
  - Enlarge screen button
  - Download presentation button
  - Player controls
- Unicast with multiple bit-rate streaming up to 384K minimum
- Multicast streaming support up to 384K minimum
- Pretest up to 30 minutes

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- Assemble, edit and archive live event webcast per customer requirements
- 90 day hosting and secure archiving
- ICDN (Internet Content Delivery Network) Performance Statistics shall consist at a minimum of:
  - IP address/port number of session
  - Connection speed
  - Total length of session
  - Initial connect time to viewing
  - Number of re-buffer occurrences
  - Total number of frames sent
  - Media player used

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**2. Premium Live Streaming Video Service Package**

The bidder shall offer a Premium Live Streaming Video Package that shall consist of the Basic Live Streaming Video Package with the additional features at a minimum:

- Chaptering/indexing with dropdown control
- Coordination of delivery and incorporation of all customer provided presentation materials such as agenda, minutes, and power point presentations into synchronized video

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**3. Live Streaming Video Service Package Configurations**

The bidder shall offer the Live Streaming Video Service Packages in the following configurations:

- 3.1 Basic video, two hours and 100 concurrent users
- 3.2 Basic video, two hours and 250 concurrent users
- 3.3 Basic video, two hours and 500 concurrent users
- 3.4 Basic video, four hours and 100 concurrent users

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- 3.5 Basic video, four hours and 250 concurrent users
- 3.6 Basic video, four hours and 500 concurrent users
- 3.7 Basic video, eight hours and 100 concurrent users
- 3.8 Basic video, eight hours and 250 concurrent users
- 3.9 Basic video, eight hours and 500 concurrent users
- 3.10 Basic video, each additional hour, 100 concurrent users
- 3.11 Basic video, each additional hour, 250 concurrent users
- 3.12 Basic video, each additional hour, 500 concurrent users
- 3.13 Basic video, each additional concurrent user
- 3.14 Basic video, additional 90 days of hosting and secure archiving
- 3.15 Premium video, two hours and 100 concurrent users
- 3.16 Premium video, two hours and 250 concurrent users
- 3.17 Premium video, two hours and 500 concurrent users
- 3.18 Premium video, four hours and 100 concurrent users
- 3.19 Premium video, four hours and 250 concurrent users
- 3.20 Premium video, four hours and 500 concurrent users
- 3.21 Premium video, eight hours and 100 concurrent users
- 3.22 Premium video, eight hours and 250 concurrent users
- 3.23 Premium video, eight hours and 500 concurrent users
- 3.24 Premium video, each additional hour, 100 concurrent users
- 3.25 Premium video, each additional hour, 250 concurrent users
- 3.26 Premium video, each additional hour, 500 concurrent users
- 3.27 Premium video, each additional concurrent user
- 3.28 Premium video, additional 90 days of hosting and secure archiving

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

**4. Basic Live Streaming Audio Service Package**

The bidder shall offer a Basic Live Streaming Audio Package that shall consist at a minimum of:

- Lobby page. The lobby page shall consist at a minimum of:
  - Customer logo
  - Event description
  - URL to a help page
  - Home re-direct URL
  - Player test for Windows Media and Real Media
- Registration page. The registration page shall consist at a minimum of:

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- Customer logo
- Event description
- E-mail notification with Outlook calendaring
- Registration Statistics:
  - Viewer name
  - Viewer organization/Agency/Department
  - Location: address, city and state
  - User group: state or local government, public
  - E-mail address
- Event console. The event console shall be accessible from the customers' home page. The event console shall consist at a minimum of:
  - Customer logo
  - URL to help page
  - Enlarge screen button
  - Download presentation button
  - Player controls
- Unicast with multiple bit-rate streaming
- Multicast streaming support
- Pretest up to 30 minutes
- Assemble, edit and archive live event webcast per customer requirements
- 90 day hosting and secure archiving
- ICDN Performance Statistics shall consist at a minimum of:
  - IP address/port number of session
  - Connection speed
  - Total length of session
  - Initial connect time to viewing
  - Number of re-buffer occurrences
  - Total number of frames sent
  - Media player used

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

## 5. Premium Live Streaming Audio Service Package

The bidder shall offer a Premium Live Streaming Audio Package that shall consist of the Basic Live Streaming Audio Package with the additional features at a minimum:



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- Chaptering/indexing with dropdown control
- Coordination of delivery and incorporation of all customer provided presentation materials such as agenda, minutes, and power point presentations into synchronized audio

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

## **6. Live Streaming Audio Service Package Configurations**

The bidder shall offer the Live Streaming Audio Service Packages in the following configurations:

- 6.1 Basic audio, two hours and 100 concurrent users
- 6.2 Basic audio, two hours and 250 concurrent users
- 6.3 Basic audio, two hours and 500 concurrent users
- 6.4 Basic audio, four hours and 100 concurrent users
- 6.5 Basic audio, four hours and 250 concurrent users
- 6.6 Basic audio, four hours and 500 concurrent users
- 6.7 Basic audio, eight hours and 100 concurrent users
- 6.8 Basic audio, eight hours and 250 concurrent users
- 6.9 Basic audio, eight hours and 500 concurrent users
- 6.10 Basic audio, each additional hour, 100 concurrent users
- 6.11 Basic audio, each additional hour, 250 concurrent users
- 6.12 Basic audio, each additional hour, 500 concurrent users
- 6.13 Basic audio, each additional concurrent user
- 6.14 Basic audio, additional 90 days of hosting and secure archiving
- 6.15 Premium audio, two hours and 100 concurrent users
- 6.16 Premium audio, two hours and 250 concurrent users
- 6.17 Premium audio, two hours and 500 concurrent users
- 6.18 Premium audio, four hours and 100 concurrent users
- 6.19 Premium audio, four hours and 250 concurrent users
- 6.20 Premium audio, four hours and 500 concurrent users
- 6.21 Premium audio, eight hours and 100 concurrent users
- 6.22 Premium audio, eight hours and 250 concurrent users
- 6.23 Premium audio, eight hours and 500 concurrent users
- 6.24 Premium audio, each additional hour, 100 concurrent users
- 6.25 Premium audio, each additional hour, 250 concurrent users
- 6.26 Premium audio, each additional hour, 500 concurrent users
- 6.27 Premium audio, each additional concurrent user

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6.28 Premium audio, additional 90 days of hosting and secure archiving

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

**On-Demand Self-Published Streaming Video and Audio Hosting Services**

Under these requirements, the customer will self-publish the event in Windows Media or Real Media format on CD or DVD media. This is identical to the previous requirement; however, the vendor would receive the assembled, edited and encoded video and/or audio presentation via upload or on CD, DVD or other media, for hosting and streaming on demand. This does not include a requirement for the vendor to provide a software application that allows the customer to publish the encoded media on the vendor's hosting servers. The vendor would still work with the customer in building the elements of the service package.

**7. Basic On-Demand Self-Published Streaming Video Hosting Service Package**

The bidder shall offer a Basic On-Demand Self-Published Streaming Video Hosting Service Package that shall consist of the following at a minimum:

- Lobby page. The lobby page shall consist at a minimum of:
  - Customer logo
  - Event description
  - URL to a help page
  - Home re-direct URL
  - Player test for Windows Media and Real Media
- Registration page. The registration page shall consist at a minimum of:
  - Customer logo
  - Event description
  - E-mail notification with Outlook calendaring
  - Registration Statistics shall consist at a minimum of:
    - Viewer name
    - Viewer organization/Agency/Department
    - Location: address, city and state
    - User group: state or local government, public

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- E-mail address
- Event console. The event console shall be accessible from the customers' home page. The event console shall consist at a minimum of:
  - Customer logo
  - URL to help page
  - Enlarge screen button
  - Download presentation button
  - Player controls
- Unicast with multiple bit-rate streaming up to 384K minimum
- Multicast streaming up to 384K minimum
- Pretest up to 30 minutes
- 90 day hosting and secure archiving
- ICDN Performance Statistics shall consist at a minimum of:
  - IP address/port number of session
  - Connection speed
  - Total length of session
  - Initial connect time to viewing
  - Number of re-buffer occurrences
  - Total number of frames sent
  - Media player used

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

## **8. Premium On-Demand Self-Published Streaming Video Hosting Service Package**

The bidder shall offer a Premium On-Demand Self-Published Streaming Video Hosting Service Package that shall consist of the Basic On-Demand Self-Published Streaming Video Service Package with the additional features at a minimum:

- Chaptering/indexing with dropdown control
- Coordination of delivery and incorporation of all customer provided presentation materials such as agenda, minutes, and power point presentations into synchronized video

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**SECTION VII****SERVICE OFFERINGS COST WORKSHEET****9. On-Demand Self-Published Streaming Video Hosting Service Package Configurations**

The bidder shall offer the On-Demand Self-Published Streaming Video Hosting Service Packages in the following configurations:

- 9.1 Basic video, first hour and 100 concurrent users
- 9.2 Basic video, first hour and 250 concurrent users
- 9.3 Basic video, first hour and 500 concurrent users
- 9.4 Basic video, each additional hour, 100 concurrent users
- 9.5 Basic video, each additional hour, 250 concurrent users
- 9.6 Basic video, each additional hour, 500 concurrent users
- 9.7 Basic video, each additional concurrent user
- 9.8 Basic video, additional 90 days of hosting and secure archiving
- 9.9 Premium video, first hour and 100 concurrent users
- 9.10 Premium video, first hour and 250 concurrent users
- 9.11 Premium video, first hour and 500 concurrent users
- 9.12 Premium video, each additional hour, 100 concurrent users
- 9.13 Premium video, each additional hour, 250 concurrent users
- 9.14 Premium video, each additional hour, 500 concurrent users
- 9.15 Premium video, each additional concurrent user
- 9.16 Premium video, additional 90 days of hosting and secure archiving

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

**10. Basic On-Demand Self-Published Streaming Audio Hosting Service Package**

The bidder shall offer a Basic On-Demand Self-Published Streaming Audio Hosting Service Package that shall consist at a minimum of:

- Lobby page. The lobby page shall consist at a minimum of:
  - Customer logo
  - Event description
  - URL to a help page
  - Home re-direct URL

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- Player test for Windows Media and Real Media
- Registration page. The registration page shall consist at a minimum of:
  - Customer logo
  - Event description
  - E-mail notification with Outlook calendaring
  - Registration Statistics shall consist at a minimum of:
    - Viewer name
    - Viewer organization/Agency/Department
    - Location: address, city and state
    - User group: state or local government, public
    - E-mail address
- Event console. The event console shall be accessible from the customers' home page. The event console shall consist at a minimum of:
  - Customer logo
  - URL to help page
  - Enlarge screen button
  - Download presentation button
  - Player controls
- Unicast with multiple bit-rate streaming
- Multicast support
- Pretest up to 30 minutes
- 90 day hosting and secure archiving
- ICDN Performance Statistics shall consist at a minimum of:
  - IP address/port number of session
  - Connection speed
  - Total length of session
  - Initial connect time to viewing
  - Number of re-buffer occurrences
  - Total number of frames sent
  - Media player used

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

## **11. Premium On-Demand Self-Published Streaming Audio Hosting Service Package**

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The bidder shall offer a Premium On-Demand Self-Published Streaming Audio Hosting Service Package that shall consist of the Basic On-Demand Self-Published Streaming Audio Digital Service Package with the additional features at a minimum:

- Chaptering/indexing with dropdown control
- Coordination of delivery and incorporation of all customer provided presentation materials such as agenda, minutes, and power point presentations into synchronized video

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**12. On-Demand Self-Published Streaming Audio Hosting Service Packages Configurations**

The bidder shall offer the On-Demand Self-Published Streaming Audio Hosting Service Packages in the following configurations:

- 12.1 Basic audio, first hour and 100 concurrent users
- 12.2 Basic audio, first hour and 250 concurrent users
- 12.3 Basic audio, first hour and 500 concurrent users
- 12.4 Basic audio, each additional hour, 100 concurrent users
- 12.5 Basic audio, each additional hour, 250 concurrent users
- 12.6 Basic audio, each additional hour, 500 concurrent users
- 12.7 Basic audio, each additional concurrent user
- 12.8 Basic audio, additional 90 days of hosting and secure archiving
- 12.9 Premium audio, first hour and 100 concurrent users
- 12.10 Premium audio, first hour and 250 concurrent users
- 12.11 Premium audio, first hour and 500 concurrent users
- 12.12 Premium audio, each additional hour, 100 concurrent users
- 12.13 Premium audio, each additional hour, 250 concurrent users
- 12.14 Premium audio, each additional hour, 500 concurrent users
- 12.15 Premium audio, each additional concurrent user
- 12.16 Premium audio, additional 90 days of hosting and secure archiving

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Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

**On-Demand Bidder-Assisted Streaming Video and Audio Hosting Services**

Under this requirement, the customer will provide the bidder, the raw video and/or audio footage or other media/content associated with an event, and the bidder will encode, assemble, edit and host the resulting presentation as directed by the customer.

**13. Basic On-Demand Bidder-Assisted Streaming Video Hosting Services Package**

The bidder shall offer a Basic On-Demand Bidder-Assisted Streaming Video Hosting Service Package that shall consist of the following at a minimum:

- Lobby page. The lobby page shall consist at a minimum of:
  - Customer logo
  - Event description
  - URL to a help page
  - Home re-direct URL
  - Player test for Windows Media and Real Media
- Registration page. The registration page shall consist at a minimum of:
  - Customer logo
  - Event description
  - E-mail notification with Outlook calendaring
  - Registration Statistics shall consist at a minimum of:
    - Viewer name
    - Viewer organization/Agency/Department
    - Location: address, city and state
    - User group: state or local government, public
    - E-mail address
- Event console. The event console shall be accessible from the customers' home page. The event console shall consist at a minimum of:
  - Customer logo
  - URL to help page
  - Enlarge screen button
  - Download presentation button

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- Player controls
- Unicast with multiple bit-rate streaming up to 384K minimum
- Multicast streaming up to 384K minimum
- Pretest up to 30 minutes
- Assemble, edit and archive live event webcast per customer requirements
- 90 day hosting and secure archiving
- ICDN Performance Statistics shall consist at a minimum of:
  - IP address/port number of session
  - Connection speed
  - Total length of session
  - Initial connect time to viewing
  - Number of re-buffer occurrences
  - Total number of frames sent
  - Media player used

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

#### **14. Premium On-Demand Bidder-Assisted Streaming Video Hosting Service Package**

The bidder shall offer a Premium On-Demand Bidder-Assisted Streaming Video Hosting Service Package that shall consist of the Basic On-Demand Bidder-Assisted Streaming Video Service Package with the additional features at a minimum:

- Chaptering/indexing with dropdown control
- Coordination of delivery and incorporation of all customer provided presentation materials such as agenda, minutes, and power point presentations into synchronized video

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

#### **15. On-Demand Bidder-Assisted Streaming Video Hosting Service Packages Configurations**



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The bidder shall offer the On-Demand Bidder-Assisted Streaming Video Hosting Service Packages in the following configurations:

- 15.1 Basic video, first hour and 100 concurrent users
- 15.2 Basic video, first hour and 250 concurrent users
- 15.3 Basic video, first hour and 500 concurrent users
- 15.4 Basic video, each additional hour, 100 concurrent users
- 15.5 Basic video, each additional hour, 250 concurrent users
- 15.6 Basic video, each additional hour, 500 concurrent users
- 15.7 Basic video, each additional concurrent user
- 15.8 Basic video, additional 90 days of hosting and secure archiving
- 15.9 Premium video, first hour and 100 concurrent users
- 15.10 Premium video, first hour and 250 concurrent users
- 15.11 Premium video, first hour and 500 concurrent users
- 15.12 Premium video, each additional hour, 100 concurrent users
- 15.13 Premium video, each additional hour, 250 concurrent users
- 15.14 Premium video, each additional hour, 500 concurrent users
- 15.15 Premium video, each additional concurrent user
- 15.16 Premium video, additional 90 days of hosting and secure archiving

Bidder agrees to the above requirement(s)?      YES \_\_\_\_ NO \_\_\_\_

## **16. Basic On-Demand Bidder-Assisted Streaming Audio Hosting Service Package**

The bidder shall offer a Basic On-Demand Bidder-Assisted Streaming Audio Hosting Service Package that shall consist at a minimum of:

- Lobby page. The lobby page shall consist at a minimum of:
  - Customer logo
  - Event description
  - E-mail notification with Outlook calendaring
  - URL to a help page
  - Home re-direct URL
  - Player test for Windows Media and Real Media

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- Registration page. The registration page shall consist at a minimum of:
  - Customer logo
  - Event description
  - Registration Statistics shall consist at a minimum of:
    - Viewer name
    - Viewer organization/Agency/Department
    - Location: address, city and state
    - User group: state or local government, public
    - E-mail address
- Event console. The event console shall be accessible from the customers' home page. The event console shall consist at a minimum of:
  - Customer logo
  - URL to help page
  - Enlarge screen button
  - Download presentation button
  - Player controls
- Unicast with multiple bit-rate streaming
- Multicast streaming support
- Pretest up to 30 minutes
- Assemble, edit and archive live event webcast per customer requirements
- 90 day hosting and secure archiving
- ICDN Performance Statistics shall consist at a minimum of:
  - IP address/port number of session
  - Connection speed
  - Total length of session
  - Initial connect time to viewing
  - Number of re-buffer occurrences
  - Total number of frames sent
  - Media player used

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

## **17. Premium On-Demand Bidder-Assisted Streaming Audio Hosting Service Package**

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The bidder shall offer a Premium On-Demand Bidder-Assisted Streaming Audio Hosting Service Package that shall consist of the Basic On-Demand Bidder-Assisted Streaming Audio Hosting Service Package with the additional features at a minimum:

- Chaptering/indexing with dropdown control
- Coordination of delivery and incorporation of all customer provided presentation materials such as agenda, minutes, and power point presentations into synchronized video

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO

Describe below in detail how you intend to satisfy this requirement.

**18. On-Demand Bidder-Assisted Streaming Audio Hosting Service Packages Configurations**

The bidder shall offer the On-Demand Bidder-Assisted Streaming Audio Hosting Service Packages in the following configurations:

- 18.1 Basic audio, first hour and 100 concurrent users
- 18.2 Basic audio, first hour and 250 concurrent users
- 18.3 Basic audio, first hour and 500 concurrent users
- 18.4 Basic audio, each additional hour, 100 concurrent users
- 18.5 Basic audio, each additional hour, 250 concurrent users
- 18.6 Basic audio, each additional hour, 500 concurrent users
- 18.7 Basic audio, each additional concurrent user
- 18.8 Basic audio, additional 90 days of hosting and secure archiving
- 18.9 Premium audio, first hour and 100 concurrent users
- 18.10 Premium audio, first hour and 250 concurrent users
- 18.11 Premium audio, first hour and 500 concurrent users
- 18.12 Premium audio, each additional hour, 100 concurrent users
- 18.13 Premium audio, each additional hour, 250 concurrent users
- 18.14 Premium audio, each additional hour, 500 concurrent users
- 18.15 Premium audio, each additional concurrent user

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18.16 Premium audio, additional 90 days of hosting and secure archiving

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO  
\_\_\_\_\_

**A.2 Other Mandatory Services**

Below are additional services the State of California has determined will be necessary to complement the requirements listed for the above Service Packages (Mandatory Requirements numbers 1 through 18) in order to provide customers all the services they need to provide live streaming or on-demand webcast events.

**19. Event Planning and Production Service**

19.1 The bidder shall provide Video webcast event planning and production that consists at a minimum of:

- All activities required to produce a video webcast statewide
- Provide, setup and operate the cameras, lighting, microphones, mixers and recording capability
- Project management

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO  
\_\_\_\_\_

19.2 The bidder shall provide Audio webcast event planning and production that consists at a minimum of:

- All activities required to produce an audio webcast statewide
- Provide, setup and operate the lighting, microphones, mixers and recording capability
- Project management

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO  
\_\_\_\_\_

Describe below in detail how you intend to satisfy requirements 19.1 and 19.2.

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19.3 The bidder shall provide an event planning and production crew member.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

19.4 The bidder shall provide additional customization and branding for lobby/event/registration pages.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**20. Resource Provisioning and Operation Service**

20.1 The bidder shall offer a Resource Provisioning and Operation Service for video and audio streaming events which includes providing all necessary additional video, audio and webcast equipment as required to support the needs of meeting room and webcast production. Equipment provided shall be commercial "production quality" unless otherwise specified.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

20.2 The bidder shall provide 1 camera, 2 crew, with capture to permanent media – first day up to eight hours.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

20.3 The bidder shall provide 2 cameras, 3 crew, with capture to permanent media – first day up to eight hours.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

20.4 The bidder shall provide 3 cameras, 4 crew, with capture to permanent media – first day up to eight hours.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

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Identify below the equipment that will be provided and describe in detail how you intend to satisfy the above requirements 20.2, 20.3 and 20.4.

20.5 The bidder shall provide 1 camera, 2 crew, with capture to permanent media – each additional day.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

20.6 The bidder shall provide 2 cameras, 3 crew, with capture to permanent media – each additional day.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

20.7 The bidder shall provide 3 cameras, 4 crew, with capture to permanent media – each additional day.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Identify below the equipment that will be provided and describe in detail how you intend to satisfy the above requirements 20.5, 20.6 and 20.7.

20.8 The bidder shall provide audio equipment with technician – first day, up to eight hours.

- The bidder shall provide, at a minimum, equipment needed to capture, acquire and record an 8-participant meeting, outputted to either encoder or audio conference bridge.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Identify below the equipment that will be provided and describe in detail how you intend to satisfy the above requirement.

20.9 The bidder shall provide audio equipment with technician – each additional day.

- The bidder shall provide, at a minimum, equipment needed to capture, acquire and record an 8-participant meeting, outputted to either encoder or audio conference bridge.

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Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

20.10 The bidder shall provide audio equipment for each additional participant outputted to encoder or audio conference bridge.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail, including any equipment to be provided, how you intend to satisfy the above requirement.

**21. Basic Signal Capture Service****21.1 Basic Signal Capture Service**

The bidder shall offer a Signal Capture Service for capturing audio and video signal interfaces and formats from users or bidder-provided equipment. The bidder shall support a minimum of one interface.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

The bidder shall indicate the interfaces supported by the Signal Capture Service by marking "Yes" or "No" for each interface type listed below. Indicate a "B" in the "Yes" column for any interface included in the Basic Signal Capture Service.

21.2	RCA Audio	Yes ____	No__
21.3	Standard and Mini-Phone	Yes ____	No__
21.4	XLR	Yes ____	No__
21.5	AES/EBU	Yes ____	No__
21.6	SPDIF	Yes ____	No__
21.7	BNC/TNC	Yes ____	No__
21.8	F Type	Yes ____	No__
21.9	WEC Co Patch	Yes ____	No__
21.10	HDMI	Yes ____	No__
21.11	IEEE 1394	Yes ____	No__
21.12	RGBHV	Yes ____	No__
21.13	RGBS	Yes ____	No__
21.14	Component video	Yes ____	No__
21.15	Composite video	Yes ____	No__

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21.16 S-video Yes \_\_\_\_ No \_\_\_\_  
 21.17 Other (specify) \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

Bidder agrees to support the interfaces marked "Yes" above?

YES \_\_\_\_ NO \_\_\_\_

**22. Basic Onsite Audio/Video Stream Encoding Service**

## 22.1 Basic On-Site Audio/Video Stream Encoding Service

The bidder shall offer an On-Site Audio/Video Stream Encoding Service including setup support at a minimum. The bidder shall support the following format types:

- Windows Media
- Real Media

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

The bidder shall indicate optional format types supported by the Onsite Audio/Video Stream Encoding Service by marking "Yes" or "No" for each format type listed below:

22.2 Quicktime Yes \_\_\_\_ No \_\_\_\_  
 22.3 MP4 Yes \_\_\_\_ No \_\_\_\_  
 22.4 Flash Yes \_\_\_\_ No \_\_\_\_

Bidder agrees to support the optional format types marked "Yes" above? YES \_\_\_\_ NO \_\_\_\_

**23. Basic Remote Audio/Video Encoding Service**

## 23.1 Basic Remote Audio/Video Encoding Service

The bidder shall offer a Remote Audio/Video Encoding Service including setup support at a minimum. The bidder shall support the following format types;

- Windows Media
- Real Media

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_



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The bidder shall indicate optional format types supported by the Remote Audio/Video Encoding Service by marking "Yes" or "No" for each format types listed below:

23.2	Quicktime	Yes_____	No _____
23.3	MP4	Yes _____	No _____
23.4	Flash	Yes _____	No _____

Bidder agrees to support the optional format types marked "Yes" above? YES \_\_\_\_ NO \_\_\_\_

**24. Basic Compression/Signal Conversion Service**

## 24.1 Basic Compression/Signal Conversion Service

The bidder shall offer a Compression/Signal Conversion Service that supports conversion between multiple encoding format. The bidder shall support a minimum of two encoding formats.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

The bidder shall indicate the formats supported by marking "Yes" or "No" for each of the optional formats listed below. Indicate a "B" in the "Yes" column for the two encoding formats included in the Basic Compression/Signal Conversion Service.

24.2	MPEG-1	Yes _____	No____
24.3	MPEG-2	Yes _____	No____
24.4	DV	Yes _____	No____
24.5	M-JPEG	Yes _____	No____
24.6	H.263	Yes _____	No____
24.7	H.264/AVC	Yes _____	No____
24.8	MPEG-4	Yes _____	No____
24.9	AVI	Yes _____	No____
24.10	VC-1	Yes _____	No____
24.11	WAV	Yes _____	No ____
24.12	WMA	Yes _____	No____
24.13	WMV	Yes _____	No____
24.14	Dolby Digital AC-3	Yes _____	No____
24.15	MP3	Yes _____	No____
24.16	AAC	Yes _____	No____
24.17	HE-AAC	Yes _____	No____

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24.18	G729ab	Yes ____	No__
24.19	G.711	Yes ____	No__
24.20	G.726	Yes ____	No__
24.21	QCELP	Yes ____	No__
24.22	AMBE	Yes ____	No__

Bidder agrees to provide the optional formats marked "Yes" above  
 YES  
 \_\_\_\_NO \_\_\_\_

**25. Near Real Time Editing Service**

25.1 The bidder shall offer a Near Real Time Editing Service that includes the initial authoring and incorporation of live media into user interface, live video insertion of "Closed Caption" or on-screen display content, combining and synchronizing presentation materials and other rich media preferably into MPEG-4 compatible or similar streaming format.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

25.2 The bidder shall provide Near Real Time Editing Service for video editing.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

25.3 The bidder shall provide Near Real Time Editing Service for audio editing.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

**26. Internet Content Delivery Network (ICDN) Service**

The bidder shall provide, without extra charge, an Internet Content Delivery Network (ICDN) Service for the delivery of streaming video/audio media to the bidder's "edge" network or last Point of Presence.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

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Describe below in detail how you intend to satisfy this requirement.

**27. Post-Production Editing Service**

The bidder shall offer a Post-Production Editing Service that shall consist at a minimum of:

- the deletion of extraneous material
- insertion of post-production documents such as written transcript
- indexing and chaptering to such as Roberts Rules of Order
- motions and voting
- meeting agenda

The bidder shall provide Meta data insertion in accordance with MPEG-7 type framework.

The bidder shall support the following formats/standards:

- Windows Media
- Real Media

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO

Describe below in detail how you intend to satisfy this requirement.

**28. Help Desk Support**

The bidder shall offer Help Desk Support Service that shall consist at a minimum of:

28.1 Telephone help desk support from 0800-1700, Monday – Friday Pacific Time.

28.2 Help desk support outside the hours of 0800-1700, Monday – Friday.

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO

Describe below in detail how you intend to satisfy this requirement.

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**29. Archiving to Moveable Media Service****29.1 Basic Archiving to Moveable Media Service**

The bidder must offer an Archiving to Moveable Media Service as a means for users to obtain a fully functional "off-line" copy of a specific webcast event for backup or for users without access to the internet.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

The bidder shall indicate the moveable media supported by marking "Yes" or "No" for each of the media types below:

29.2 Audio CD	Yes ____	No ____
29.3 Data CD	Yes ____	No ____
29.4 DVD	Yes ____	No ____
29.5 VCD	Yes ____	No ____
29.6 Video DVD	Yes ____	No ____

Bidder agrees to provide support for the moveable media types marked "Yes" above: YES \_\_\_\_ NO \_\_\_\_

**B. DESIRABLE REQUIREMENTS**

Listed below are desirable requirements the State of California has determined would be valuable additional services in support of the client's event. Bidders are under no obligation to offer these services. However, if the service is offered by the bidder, the bidder shall comply with the requirements of the service where indicated. The State, at its sole discretion, will determine which, if any, of the desirable requirements shall be included in the contract.

**30. Satellite, Broadcast Auxillary Service (BAS) Radio Link, or Studio Transmission Link (STL) Service****30.1 Basic Satellite, BAS Radio Link, or STL Service**

The bidder may offer a temporary Satellite, BAS Radio Link, or STL Service for signal acquisition of encoded signal to webcast hosting site for the specific event utilizing the webcast service.

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Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

If the bidder is offering the Basic Satellite, BAS Radio Link, or STL Service, the bidder shall indicate the link services supported by marking "Yes" or "No" for each of the link services listed below:

30.2 SNG truck with downlink	YES ____ NO ____
30.3 SNG truck with uplink	YES ____ NO ____
30.4 STL truck	YES ____ NO ____
30.5 BAS Radio Link	YES ____ NO ____
30.6 Transponder time – analog	YES ____ NO ____
30.7 Transponder time – digital	YES ____ NO ____

Bidder agrees to provide the above link services that have been marked "Yes" : YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**31. Hosted Copy of Unedited Live Feed Service**

31.1 The bidder may offer a Hosted Copy of Unedited Live Feed Service that creates a "clean" copy of the live encoded audio or video event prior to editing or content insertion for backup or "legal record."

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

31.2 If the bidder is offering the Hosted Copy of the Unedited Live Feed Service, the bidder shall provide hosting at the bidder's site for a minimum of ninety (90) days and provide the customer with an unedited copy when requested.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy requirements 31.1 and 31.2.

**32. Secure Streaming Service**

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The bidder may offer a Secure Streaming Service in both variable rate unicast and multicast modes.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**33. Digital Asset Management (DAM) Service**

The bidder may offer a Digital Asset Management Service that will provide a means by which to search "on-demand" storage activities using a variety of keywords or other techniques to find specific media clips or references. List below the encoded stream types you support.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**34. Transcription/Translation Service**

34.1 The bidder may offer a Transcription/Translation Service for creation of a written transcript of the event audio. If the bidder is offering Transcription/Translation Service, the bidder shall offer it for both English and Spanish.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

34.2 If the bidder is offering the Transcription/Translation Service, the bidder shall provide the Transcription/Translation Service within three (3) business days of the event.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

If the bidder is offering Transcription/Translation Services in addition to English and Spanish, the bidder shall list below the additional languages supported.

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**35. Enhanced Performance Data Service****35.1 Enhanced Performance Data Service**

The bidder may offer an Enhanced Performance Data Service for a PC-based end-to-end user client to measure webcast performance and viewing statistics.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

If the bidder is offering Enhanced Performance Data Service, the bidder shall indicate the statistics provided by marking "Yes" or "No" for each of the statistic types below:

- |       |   |                |
|-------|---|----------------|
| 35.2  | Initial connection time   | Yes____ No____ |
| 35.3  | Redirection sites and number of redirections  | Yes____ No____ |
| 35.4  | Initial buffering time  | Yes____ No____ |
| 35.5  | Number of rebuffers and rebuffering time spent  | Yes____ No____ |
| 35.6  | Video and audio packet information, including but not limited to:   | Yes____ No____ |
|       | <ul style="list-style-type: none"> <li>• Normal</li> <li>• Lost</li> <li>• Late</li> <li>• Recovered</li> </ul> |                |
| 35.7  | Average frames per second   | Yes____ No____ |
| 35.8  | Lost frames   | Yes____ No____ |
| 35.9  | Dropped frames  | Yes____ No____ |
| 35.10 | Number of frames sent   | Yes____ No____ |
| 35.11 | Number of frames received   | Yes____ No____ |
| 35.12 | Video and audio bandwidth, including but not limited to:  | Yes____ No____ |
|       | <ul style="list-style-type: none"> <li>• Average</li> <li>• Maximum</li> <li>• Minimum</li> </ul>               |                |
| 35.13 | Encoded bandwidth   | Yes____ No____ |
| 35.14 | Codecs used to encode clip  | Yes____ No____ |
| 35.15 | Hosted probes provided traceroutes  | Yes____ No____ |
| 35.16 | DNS time  | Yes____ No____ |
| 35.17 | Connection success rate   | Yes____ No____ |

Bidder agrees to provide the statistics marked "Yes" above.

YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

**36. Closed Captioning Service**

The bidder may offer a Closed Captioning Service that acquires live audio from a webcast event and generates live "closed caption" text for insertion into live webcast broadcasts. If the bidder is offering the Closed Captioning Service, the bidder shall offer Closed Captioning Service compliant with the American with Disabilities Act (ADA) or Section 508 of the Federal Acquisition Regulations.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

**37. Basic Interactive Services****37.1 Basic Interactive Services**

The bidder may offer Interactive Services that include providing a limited number of interactive elements for review by the webcast presenters.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

If the bidder is offering the Basic Interactive Services, the bidder shall identify the interactive elements supported by marking "Yes" or "No" for each of the elements below:

37.2 IM (instant messaging) / Chat Yes \_\_\_\_ No \_\_\_\_

37.3 Viewer polling Yes \_\_\_\_ No \_\_\_\_

37.4 E-mail capability for review by webcast presenters Yes \_\_\_\_ No \_\_\_\_

37.5 Answers to interactive elements, which may include but not be limited to: Q&A, Polling and IM transcript Yes \_\_\_\_ No \_\_\_\_

Bidder agrees to provide the interactive elements marked "Yes" above. YES \_\_\_\_ NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**38. Teleprompter Service**

The bidder may offer a Teleprompter Service for teleprompter capability for the event.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_



**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

Describe below in detail how you intend to satisfy this requirement.

**39. Video/Audio Backup of Live Event On-Site Service****39.1 Basic Video/Audio Backup of Live Event On-site Service**

The bidder may offer either a Video and/or Audio Backup of Live Event On-Site Service supporting various formats.

Bidder agrees to the above requirement(s)? YES \_\_\_\_ NO \_\_\_\_

If the bidder is offering the Basic Video/Audio Backup of Live Event On-Site Service, the bidder shall indicate the formats supported by marking "Yes" or "No" for each of the formats listed below:

39.2	Standard and micro audio cassette	Yes ____	No ____
39.3	Audio CD	Yes ____	No ____
39.4	DAT	Yes ____	No ____
39.5	ADAT	Yes ____	No ____
39.6	DVCAM	Yes ____	No ____
39.7	DVCPRO	Yes ____	No ____
39.8	Betacam SP	Yes ____	No ____
39.9	Digital Betacam	Yes ____	No ____
39.10	S-VHS	Yes ____	No ____
39.11	VCD/Video DVD	Yes ____	No ____
39.12	Other _____	Yes ____	No ____

Bidder agrees to provide the above format(s) that have been marked "Yes" above. YES \_\_\_\_ NO \_\_\_\_

**40. Portable DSNG/DENG Units Service**

The bidder may offer a Portable DSNG/DENG Units Service to provide portable DSNG/DENG Units. If the bidder is offering the Portable DSNG/DENG Units Service, the bidder shall provide DSNG/DENG Units compatible with the following at a minimum:

- Tandberg Tactical
- Scott Mobile Ruggedized
- 7E Systems "Talking Head" TH2

**SECTION VII**

SERVICE OFFERINGS COST WORKSHEET

Bidder agrees to the above requirement(s)? YES \_\_\_\_NO \_\_\_\_

Describe below in detail how you intend to satisfy this requirement.

**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

**C. OPTIONAL BIDDER-PROPOSED FEATURES AND SERVICES**

Bidders are encouraged to propose optional additional adjunct features and services that the bidder believes would add value to the mandatory and desirable requirements identified above which would enhance the State's ability to deliver quality webcast events. The State, at its sole discretion, will determine which, if any, of the additional adjunct features and services shall be included in the contract.

Some examples of features and services the bidder may consider proposing are listed below for your consideration.

1. Bidders may propose solutions that provide video webcast services at rates ranging from 384 Kbs to 1.5 Mbs similar to those proposed in the basic/premium webcast packages.
2. Bidders may propose service solutions that provide video webcast services at rates ranging from 1.5 Mbs to 8 Mbs similar to IPTV or local Electronic News Gathering (ENG) quality.
3. Bidders may propose solutions that include audio/video Podcasts or Vodcasts.
4. Bidders may provide service solutions that interface with PDA or 3G Smartphone devices.
5. Bidders may describe additional video equipment required to support an entire "webcast event" in addition to what has been proposed.
6. Bidders may propose additional audio equipment required to support an entire "webcast event" in addition to what has been proposed.
7. Bidders may propose additional set design, lighting, and audio/video production support in addition to what has been proposed.
8. Bidders may propose any additional services or equipment (for lease) required to support portable and/or mobile remote webcast creation and signal acquisition in addition to what has been proposed.

## **SECTION VII**

### SERVICE OFFERINGS COST WORKSHEET

9. Bidders may provide service solutions that specifically support the e-learning or distance learning function more appropriately than the packages or services proposed.
10. Bidders may provide service solutions that specifically support the classroom learning or "Town Hall" style of gathering such as "audience participation" systems.
11. Bidders may propose service solutions that may include inserting GPS coordinates and compass pointing information into the webcast stream for later incorporation into GIS presentations as described by <http://www.microsoft.com/windowsxp/using/digitalphotography/photo/gps.mspix> .
12. Bidders may propose alternative viewer support such as iPix technology where spherical panorama is captured to M-JPEG images or MPEG-4 video and selectively magnified and displayed according to cursor movement in the viewer screen.

**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

**SECTION VII****A. INTRODUCTION**

Bidders must complete the Cost worksheet, (Exhibit VII-A) and submit it under separate cover per instructions in Section VIII, Proposal Format, paragraph.B.3.

Only those proposals that are deemed to be responsive will have the Cost Worksheets publicly opened. Material deviations from the Cost Worksheets may cause rejection of the proposal. The State will check the required Cost Worksheets for mathematical accuracy and errors and/or inconsistencies. Errors will be dealt with according to Section II.C.7.c, Errors in the Final Bid. Once accuracy has been verified, the State will apply any bidding preferences claimed and verified.

Bidders are required to bid all of the mandatory services and they may elect to bid any of the desirable services. Bidders may also include a list of Optional Bidder-Proposed Streaming Video and Audio Services they offer which are not included as a mandatory or desirable requirement of this RFP.

**B. COST WORKSHEET INSTRUCTIONS - GENERAL**

1. The bidder shall not make changes to any of the wording that is supplied in the Cost Worksheet. Any deviation to the wording as supplied by the State is basis for rejecting the bidder's proposal.
2. The bidder will insert costs in the Cost Worksheet as indicated in the Detailed Cost Worksheet Instructions.
3. All costs will be represented in US Dollars in the format \$x,xxx.xx. All unshaded areas for cost sections A.1 and A.2 shall include a cost figure. Zeros are acceptable if the service is provided at no cost.
4. All costs must be fixed maximum for the term of the MSA.

## SECTION VII

### SERVICE OFFERINGS COST WORKSHEET

#### C. COST WORKSHEET INSTRUCTIONS - DETAILED

##### 1. Cost Worksheet Part A.1 –Service Package Offerings

The following is a description of each column in Part A.1.

a. Req't No.

The number in this column corresponds to a requirement in Section VI Technical Requirements.

b. Service Name/Configurations Column

This column contains the name of each of the mandatory service packages and the required configurations. This column is not to be modified by the bidder.

c. Cost Column

The bidder shall insert a cost for each of the configurations as listed in Part A.

d. Cost Column Total

The bidder shall **sum the costs in the Cost Column** and enter the total dollar amount.

##### 2. Cost Worksheet Part A.2 – Other Mandatory Service Offerings

The following is a description of each column in Part A.2.

a. Req't No.

The number in this column corresponds to a requirement in Section VI Technical Requirements.

b. Service Name/Configurations Column

This column contains the name of each of the other mandatory service offerings. The bidder may not alter any information in this column that has been provided by the State.

c. Cost Unit Column

**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

This column contains the unit of measure for the service offering as it will be evaluated by the State.

d. Column A - Cost per Unit

The bidder shall enter the cost for each unit of measure. The bidder shall **enter the cost in the unshaded** Column A. The bidder shall not alter the shading in Column A. The bidder shall not enter a cost in a shaded area.

e. Column A Cost per Unit Total

The bidder shall sum the costs in Column A Cost per Unit and enter the total dollar amount.

Cost per Unit Column Special Instructions:

Requirement 29 – Archiving to Moveable Media Service

For each moveable media type, Requirements 29.2 through 29.6, that the bidder has agreed to support by indicating "Yes" in Section VI Technical Requirements, the bidder shall enter in the Cost per Unit column either:

- "No additional charge" if the media type is being provided at no charge in addition to the Basic Archiving to Moveable Media Service charge, or
- A Cost per Unit amount, if the media type is being charged an amount in addition to the Basic Archiving to Moveable Media Service charge.

If the bidder has indicated that they will not support the media type in Section VI Technical Requirements, the bidder shall enter "Not Supported" in the Cost per Unit column.

3. Cost Worksheet Part B – Desirable Service Offerings

The following is a description of each column in Part B.

a. Req't No.

The number in this column corresponds to a requirement in Section VI Technical Requirements.

**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

## b. Service Name/Configurations Column

This column contains the name of each of the desirable service offerings.

The bidder may not alter any information in this column that has been provided by the State.

## c. Service Name/Configurations Special Instructions:

## Requirement 34 – Transcription/Translation Service

If the bidder has agreed to support languages in addition to English and Spanish in Section VI Technical Requirements, the bidder shall enter each additional language, up to five, on the lines 34.2.1 through 34.2.5 following line 34.2 Other Languages (specify below). If the bidder is not supplying any additional languages, the lines 34.2.1 through 34.2.5 following line 34.2 shall be left blank.

## d. Cost Unit Column

This column contains the unit of measure for the service offering as it will be evaluated by the State.

## e. Cost per Unit Column

The bidder shall enter the cost for each unit of measure.

## Cost per Unit Column Special Instructions:

## (1) Requirement 30 – Satellite, BAS Radio Link, or STL Service

For each link service, Requirements 30.2 through 30.7, that the bidder has agreed to support by indicating "Yes" in Section VI Technical Requirements, the bidder shall enter in the Cost per Unit column either:

- "No additional charge" if the link service is being provided at no charge in addition to the Basic Satellite, BAS Radio Link, or STL Service charge, or



**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

- A Cost per Unit amount, if the link service is being charged an amount in addition to the Satellite, BAS Radio Link, or STL Service charge.

If the bidder has indicated that they will not support the link service in Section VI Technical Requirements, the bidder shall enter "Not Supported" in the Cost per Unit column.

(2) Requirement 39 – Video/Audio Backup of Live Event On-Site Service

For each format, Requirements 39.2 through 39.11, that the bidder has agreed to support by indicating "Yes" in Section VI Technical Requirements, the bidder shall enter in the Cost per Unit column either:

- "No additional charge" if the format type is being provided at no charge in addition to the Basic Video/Audio Backup of Live Event On-Site Service charge, or
- A Cost per Unit amount, if the format type is being charged an amount in addition to the Basic Video/Audio Backup of Live Event On-Site Service charge.

If the bidder has indicated that they will not support the format in Section VI Technical Requirements, the bidder shall enter "Not Supported" in the Cost per Unit column.

4. Cost Worksheet Part C – Optional Bidder-Proposed Features and Services

The following is a description of each column in Part C.

a. Service Name/Configurations Column

The bidder may add lines describing the service name and the configuration(s) for the service.

b. Cost Unit Column

**SECTION VII**

SERVICE OFFERINGS COST WORKSHEET

The bidder shall enter the unit of measure for the service offering. Examples of a unit of measure are per hour, per 8 hour day, per event.

c. Cost per Unit Column

The bidder shall enter the cost for each unit of measure.

**SECTION VII**

## SERVICE OFFERINGS COST WORKSHEET

## EXHIBIT VII-A

<b>PART A.1 - SERVICE PACKAGE OFFERINGS</b>		
<b>Req't No.</b>	<b>SERVICE NAME/Configurations</b>	<b>Cost</b>
	<b>Basic Live Streaming Video Service Package</b>	
3.1	2 hours duration, 100 concurrent users	
3.2	2 hours duration, 250 concurrent users	
3.3	2 hours duration, 500 concurrent users	
3.4	4 hours duration, 100 concurrent users	
3.5	4 hours duration, 250 concurrent users	
3.6	4 hours duration, 500 concurrent users	
3.7	8 hours duration, 100 concurrent users	
3.8	8 hours duration, 250 concurrent users	
3.9	8 hours duration, 500 concurrent users	
3.10	Each additional hour, 100 concurrent users	
3.11	Each additional hour, 250 concurrent users	
3.12	Each additional hour, 500 concurrent users	
3.13	Each additional concurrent user	
3.14	Additional 90 days of hosting and secure archiving	
	<b>Premium Live Streaming Video Service Package</b>	
3.15	2 hours duration, 100 concurrent users	
3.16	2 hours duration, 250 concurrent users	
3.17	2 hours duration, 500 concurrent users	
3.18	4 hours duration, 100 concurrent users	
3.19	4 hours duration, 250 concurrent users	
3.20	4 hours duration, 500 concurrent users	
3.21	8 hours duration, 100 concurrent users	
3.22	8 hours duration, 250 concurrent users	
3.23	8 hours duration, 500 concurrent users	
3.24	Each additional hour, 100 concurrent users	
3.25	Each additional hour, 250 concurrent users	
3.26	Each additional hour, 500 concurrent users	
3.27	Each additional concurrent user	
3.28	Additional 90 days of hosting and secure archiving	
	<b>Basic Live Streaming Audio Service Package</b>	
6.1	2 hours duration, 100 concurrent users	
6.2	2 hours duration, 250 concurrent users	
6.3	2 hours duration, 500 concurrent users	
6.4	4 hours duration, 100 concurrent users	
6.5	4 hours duration, 250 concurrent users	
6.6	4 hours duration, 500 concurrent users	
6.7	8 hours duration, 100 concurrent users	
6.8	8 hours duration, 250 concurrent users	
6.9	8 hours duration, 500 concurrent users	
6.10	Each additional hour, 100 concurrent users	
6.11	Each additional hour, 250 concurrent users	
6.12	Each additional hour, 500 concurrent users	
6.13	Each additional concurrent user	
6.14	Additional 90 days of hosting and secure archiving	
	<b>Premium Live Streaming Audio Service Package</b>	

**SECTION VII****SERVICE OFFERINGS COST WORKSHEET****PART A.1 - SERVICE PACKAGE OFFERINGS**

<b>PART A.1 - SERVICE PACKAGE OFFERINGS</b>		
<b>Req't No.</b>	<b>SERVICE NAME/Configurations</b>	<b>Cost</b>
6.15	2 hours duration, 100 concurrent users	
6.16	2 hours duration, 250 concurrent users	
6.17	2 hours duration, 500 concurrent users	
6.18	4 hours duration, 100 concurrent users	
6.19	4 hours duration, 250 concurrent users	
6.20	4 hours duration, 500 concurrent users	
6.21	8 hours duration, 100 concurrent users	
6.22	8 hours duration, 250 concurrent users	
6.23	8 hours duration, 500 concurrent users	
6.24	Each additional hour, 100 concurrent users	
6.25	Each additional hour, 250 concurrent users	
6.26	Each additional hour, 500 concurrent users	
6.27	Each additional concurrent user	
6.28	Additional 90 days of hosting and secure archiving	
	<b>Basic On-Demand Self-Published Streaming Video Hosting Service Package</b>	
9.1	First hour, 100 concurrent users	
9.2	First hour, 250 concurrent users	
9.3	First hour, 500 concurrent users	
9.4	Each additional hour, 100 concurrent users	
9.5	Each additional hour, 250 concurrent users	
9.6	Each additional hour, 500 concurrent users	
9.7	Each additional concurrent user	
9.8	Additional 90 days of hosting and secure archiving	
	<b>Premium On-Demand Self-Published Streaming Video Hosting Service Package</b>	
9.9	First hour, 100 concurrent users	
9.10	First hour, 250 concurrent users	
9.11	First hour, 500 concurrent users	
9.12	Each additional hour, 100 concurrent users	
9.13	Each additional hour, 250 concurrent users	
9.14	Each additional hour, 500 concurrent users	
9.15	Each additional concurrent user	
9.16	Additional 90 days of hosting and secure archiving	
	<b>Basic On-Demand Self-Published Streaming Audio Hosting Service Package</b>	
12.1	First hour, 100 concurrent users	
12.2	First hour, 250 concurrent users	
12.3	First hour, 500 concurrent users	
12.4	Each additional hour, 100 concurrent users	
12.5	Each additional hour, 250 concurrent users	
12.6	Each additional hour, 500 concurrent users	
12.7	Each additional concurrent user	
12.8	Additional 90 days of hosting and secure archiving	
	<b>Premium On-Demand Self-Published Streaming Audio Hosting Service Package</b>	
12.9	First hour, 100 concurrent users	
12.10	First hour, 250 concurrent users	

**SECTION VII****SERVICE OFFERINGS COST WORKSHEET****PART A.1 - SERVICE PACKAGE OFFERINGS**

<b>PART A.1 - SERVICE PACKAGE OFFERINGS</b>		
<b>Req't No.</b>	<b>SERVICE NAME/Configurations</b>	<b>Cost</b>
12.11	First hour, 500 concurrent users	
12.12	Each additional hour, 100 concurrent users	
12.13	Each additional hour, 250 concurrent users	
12.14	Each additional hour, 500 concurrent users	
12.15	Each additional concurrent user	
12.16	Additional 90 days of hosting and secure archiving	
	<b>Basic On-Demand Bidder-Assisted Streaming Video Hosting Service Package</b>	
15.1	First hour, 100 concurrent users	
15.2	First hour, 250 concurrent users	
15.3	First hour, 500 concurrent users	
15.4	Each additional hour, 100 concurrent users	
15.5	Each additional hour, 250 concurrent users	
15.6	Each additional hour, 500 concurrent users	
15.7	Each additional concurrent user	
15.8	Additional 90 days of hosting and secure archiving	
	<b>Premium On-Demand Bidder-Assisted Streaming Video Hosting Service Package</b>	
15.9	First hour, 100 concurrent users	
15.10	First hour, 250 concurrent users	
15.11	First hour, 500 concurrent users	
15.12	Each additional hour, 100 concurrent users	
15.13	Each additional hour, 250 concurrent users	
15.14	Each additional hour, 500 concurrent users	
15.15	Each additional concurrent user	
15.16	Additional 90 days of hosting and secure archiving	
	<b>Basic On-Demand Bidder-Assisted Streaming Audio Hosting Service Package</b>	
18.1	First hour, 100 concurrent users	
18.2	First hour, 250 concurrent users	
18.3	First hour, 500 concurrent users	
18.4	Each additional hour, 100 concurrent users	
18.5	Each additional hour, 250 concurrent users	
18.6	Each additional hour, 500 concurrent users	
18.7	Each additional concurrent user	
18.8	Additional 90 days of hosting and secure archiving	
	<b>Premium On-Demand Bidder-Assisted Streaming Audio Hosting Service Package</b>	
18.9	First hour, 100 concurrent users	
18.10	First hour, 250 concurrent users	
18.11	First hour, 500 concurrent users	
18.12	Each additional hour, 100 concurrent users	
18.13	Each additional hour, 250 concurrent users	
18.14	Each additional hour, 500 concurrent users	
18.15	Each additional concurrent user	
18.16	Additional 90 days of hosting and secure archiving	

**COST COLUMN TOTAL**

\$ \_\_\_\_\_

**SECTION VII****SERVICE OFFERINGS COST WORKSHEET****PART A.2 – OTHER MANDATORY SERVICE OFFERINGS**

Req't. No.	Service Name/Configurations	Cost Unit	Cost per Unit
19.	Event Planning and Production Services		
19.1	Video Webcast Event Planning and Production	Per Event	
19.2	Audio Webcast Event Planning and Production	Per Event	
19.3	Event Planning and Production Crew Member	Per Hour	
19.4	Additional Customization and Branding	Per Hour	
20.	Resource Provisioning and Operation Service		
20.2	1 camera with 2 crew members with capture	First day, up to 8 hours	
20.3	2 cameras with 3 crew members with capture	First day, up to 8 hours	
20.4	3 cameras with 4 crew members with capture	First day, up to 8 hours	
20.5	1 camera with 2 crew members with capture	Each additional day	
20.6	2 cameras with 3 crew members with capture	Each additional day	
20.7	3 cameras with 4 crew members with capture	Each additional day	
20.8	Audio equipment with technician	First day, up to 8 hours	
20.9	Audio equipment with technician	Each additional day	
20.10	Audio equipment	Each additional Board Member/participant	
21.	Basic Signal Capture Service	Per Event	
22.	Basic Onsite Audio/Video Stream Encoding Service	Per Event	
23.	Basic Remote Audio/Video Encoding Service	Per Event	
24.	Basic Compression/Signal Conversion Service	Per Event	
25.	Near Real Time Editing Service		
25.2	Video Editing	Per Hour	
25.3	Audio Editing	Per Hour	
27.	Post Production Editing Service	Per Hour	
28.	Help Desk Support Service		
28.1	Normal Business Hours 0800-1700 Monday – Friday	Per Hour	
28.2	Outside Normal Business Hours	Per Hour	
29.	Archiving to Moveable Media Service		
29.1	Basic Archiving to Moveable Media	Per Event	
29.2	Audio CD	Each	
29.3	Data CD	Each	
29.4	DVD	Each	
29.5	VCD	Each	
29.6	Video DVD	Each	

**COLUMN A COST PER UNIT TOTAL**

\$ \_\_\_\_\_

**SECTION VII****SERVICE OFFERINGS COST WORKSHEET****PART B – DESIRABLE SERVICE OFFERINGS**

Req't. No.	Service Name/Configuration	Cost Unit	Cost per Unit
30.	Satellite, Broadcast Auxiliary Services (BAS) Radio Link, or Studio Transmission Link (STL) Service		
30.1	Basic Satellite, BAS Radio Link or STL	Per 8-hr day	
30.2	SNG truck with downlink	Per 8-hr day	
30.3	SNG truck with uplink	Per 8-hr day	
30.4	STL truck	Per 8-hr day	
30.5	BAS Radio Link	Per 8-hr day	
30.6	Transponder time – analog	Per hour	
30.7	Transponder time - digital	Per hour	
31.	Hosted Copy of Unedited Live Feed		
31.1	“Clean” copy of live encoded audio or video	Each	
31.2	Hosting for a minimum of 90 days	Per Event	
32.	Secure Streaming Service	Per Event	
33.	Digital Asset Management Service	Per Event	
34.	Transcription/Translation Service		
34.1	English and Spanish	Per Hour	
34.2	Other Languages (specify below)		
	34.2.1.	Per Hour	
	34.2.2.	Per Hour	
	34.2.3	Per Hour	
	34.2.4.	Per Hour	
	34.2.5.	Per Hour	
35.	Enhanced Performance Data Service	Per Event	
36.	Closed Captioning Service	Per Event	
37.	Basic Interactive Services	Per Event	
38.	Teleprompter Service	Per Event	
39.	Video/Audio Backup of Live Event OnSite Service		
39.1	Basic Video/Audio Backup of Live Event Onsite	Per Event	
39.2	Standard and micro audio cassette	Each	
39.3	Audio CD	Each	
39.4	DAT	Each	
39.5	ADAT	Each	
39.6	DVCAM	Each	
39.7	DVCPRO	Each	
39.8	Betacam SP	Each	
39.9	Digital Betacam	Each	
39.10	S-VHS	Each	
39.11	VCD/Video DVD	Each	
39.12	Other	Each	
40.	Portable DSNG/DENG Units Service	Each	

PART C – OPTIONAL BIDDER-PROPOSED FEATURES AND SERVICES		
Service Name/Configurations	Cost Unit	Cost Per Unit



## SECTION VIII

### A. INTRODUCTION

These instructions prescribe the mandatory proposal and bid format and the approach for the development and presentation of bid data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

Bids must address all requirements in Section V, Administrative Requirements, and Section VI, Technical Requirements

### B. FINAL PROPOSAL FORMAT AND CONTENT

The complete bid must be submitted in the number of copies indicated and include the following items:

#### 1. Volume I—Response to Requirements -

The bidder shall provide 1 Master copy and five (5) additional copies for a total of six (6) copies. The Master Copy shall be marked "Master Copy".

This volume must contain all responses to the ADMINISTRATIVE REQUIREMENTS, and TECHNICAL REQUIREMENTS of the RFP. All forms and questionnaires, EXCEPT for cost data, must be completed and included in this volume. The organization is to be as follows:

#### Section 1—General

- Cover Letter – The Cover Letter shall:
  - Be prepared and signed by an individual who is authorized to contractually bind the bidding firm
  - Be written on the bidder's official business letterhead stationery
  - State in the Cover Letter the bidder's intention to claim any preferences or incentives, and
  - Be included as the first page of Bid Volume 1.
- Table of Contents

All major parts of the Bid, including exhibits, must be identified by volume, part, and page number. All figures, charts and graphs must be identified by index number and page number.

- Executive Summary

Bid Volume 1, Part 1, must contain an Executive Summary of the salient features of the bid. The Executive Summary must condense and highlight the contents of the bid to provide a broad understanding of the entire bid and to facilitate the evaluation of the bid. The Executive Summary should include conclusions and generalized recommendations. Such conclusions and recommendations will not be evaluated and will not be a factor in selection of the successful bid. Cost information **must not** be included in the Executive summary.

Section 2 – Response to Section V, Administrative Requirements

- Tab 1 Response to Section V, Administrative Requirements (the entire Section V)

This section must contain a response for each item (all paragraphs and subparagraphs) identified in Section V, Administrative Requirements, of the RFP.

- Tab 2 Intent to Bid
- Tab 3 Financial Information (see Section V.B.1.a)
- Tab 4 Corporate Qualifications (see Section V.B.1.b)
- Tab 5 Client References (see Section V.B.1.c)
- Tab 6 Client List (see Section V.B.1.d)
- Tab 7 Payee Data Record STD 204 (see Section V.B.1.g)
- Tab 8 Certificate of Liability Insurance (see Section V.B.2.a)
- Tab 9 Certificate of Worker's Compensation Insurance (see Section V.B.2.b)
- Tab 10 DVBE (see Section V.C.1)
- Tab 11 Small Business Certification (see Section V.C.2)

Section 3 - Response to Section VI, Technical Requirements

- Tab 1 Section VI Technical Requirements (the entire Section VI)

Refer to Section VI for instructions in completing the response to each of the Technical Requirements. Bidders must provide a response to every mandatory and desirable

requirement. Failure to respond to a requirement may be cause for rejection of the bidder's Bid.

2. Volume II—Completed Contract — Appendix A - Contract

The bidder shall provide 1 Master copy and five (5) additional copies for a total of six (6) copies. The Master Copy shall be marked "Master Copy".

This volume must contain the complete contract terms and conditions and Exhibits A, B and C, complete in every detail. Each copy of Standard Form 213 must be signed by an individual authorized to bind the firm as specified in Section II, paragraph C.5.e.

3. Volume III—Cost Data — Exhibit VII-A

The bidder shall provide 1 Master copy and five (5) additional copies for a total of six (6) copies. The Master Copy shall be marked "Master Copy".

This volume must be in a separately sealed, marked envelope or container containing all completed cost sheets and any other document with cost data identified as required in this RFP. The organization is to be:

Section 1—Exhibit VII-A, Cost Worksheet

4. Volume IV—Literature **(Optional)**

Volume IV may contain technical and other reference literature the bidder chooses to supply to support the responses to the requirements in this RFP. The Volume must contain an index which cross-references the literature submitted in Volume IV and the RFP requirement the literature is supporting.

If the bidder does not choose to provide such material, a statement of intentional omission must be provided in Volume IV

If Volume IV is included, the bidder shall provide 1 Master copy and five (5) additional copies for a total of six (6) copies. The Master Copy shall be marked "Master Copy".

## C. Forms List

<b>TITLE OF FORM</b>	<b>MANDATORY OR OPTIONAL</b>	<b>WHEN FORM IS TO BE SUBMITTED</b>
Letter of Intent to Bid	Mandatory	See Key Action Dates
Letter of Bondability or Financial Information	Mandatory	With proposal
Client Customer Reference Form (5)	Mandatory	With proposal
Client List (last 12 months)	Mandatory	With proposal
California Secretary of State Certificate	Mandatory (If applicable)	With proposal
Payee Data Record (STD 204)	Mandatory	With proposal
Certificate of Liability Insurance	Mandatory	With proposal
Evidence of Worker's Comp	Mandatory	With proposal
Small Business Certification	If Applicable	With proposal
Standard Form 213 (6 signed copies) with all Exhibits	Mandatory	With proposal
Disabled Veteran Business Enterprise Form 840 Form 840A Form 843 Form GSPD 05-105	Mandatory Mandatory Optional Optional	With proposal With proposal With proposal With proposal
Target Area Contract Preference Act (TACPA)	Not Applicable	Not Applicable
Enterprise Zone Act (EZA)	Not Applicable	Not Applicable
Local Agency Military Base Recovery Preference Request (LAMBRA)	Not Applicable	Not Applicable

## SECTION IX

### A. RECEIPT

Each bid will be date and time marked as it is received and verified that all responses are submitted under an appropriate cover, sealed and properly identified. Bids will remain sealed until the time for submitting proposals has passed.

### B. EVALUATION OF DRAFT PROPOSALS

Draft Proposals will be submitted for review on the date designated in the RFP's Section I, "Key Action Dates." Draft Proposals will be reviewed in an attempt to detect administrative or clerical errors and inconsistencies that, if contained in the Final Proposal, may cause the proposal to be rejected. If such errors are found that can be corrected without overhauling the proposal, the bidder will be notified and given an opportunity to correct the indicated errors before Final Proposals are submitted. It is not the intent of the State to review the Draft Proposal at this time for total responsiveness to all the RFP requirements. Following the Draft Proposal evaluation, the State will prepare a schedule to meet with each bidder to discuss items that need clarification and/or any defects found by the State. Prior to the scheduled discussion, the State will prepare a Discussion Agenda itemizing the points to be covered. At the conclusion of the discussion, the State will prepare a Discussion Memorandum documenting the clarified items and agreements as to how the bidder proposes to correct the noted defects.

Note that the Evaluation of Draft Proposals is not an opportunity to make major changes to the bid, but only to correct those errors that could cause the Final Proposal to be deemed non-responsive on a technicality. The State will not be in a position during this review to determine if a defect could be material and cause the Final Proposal to be rejected. **The State makes no warranty that all such errors will be identified during the review of the Draft Proposal or that such errors remaining in the Final Proposal will not cause the proposal to be rejected.**

## C. FINAL PROPOSAL OPENING AND VALIDATON CHECK

### 1. BID OPENING AND VALIDATION CHECK

All final proposals received by the time and date specified in Section I.G Key Action Dates, will be publicly opened and acknowledged as having been received at that time. **Cost Data shall remain sealed until the evaluation of administrative and technical requirements is completed.** (All participating bidders and interested parties shall be notified as to the date and time when a public opening of proposal costs will be conducted.) The proposals will be checked for the presence of proper identification and the required information in conformance with the proposed submittal requirements.

### 2. VALIDATION AGAINST REQUIREMENTS

The State will check each proposal in detail to determine its compliance to the RFP requirements. If a proposal fails to meet an RFP requirement, the State will determine if the deviation is material as defined in Section II. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the proposal will be processed as if no deviation had occurred.

Proposals may be rejected if:

- The proposal does not contain all of the required signed documents
- The bidder is not eligible for award
- The bidder has made changes to the RFP or its terms and conditions
- The Final Proposal is not signed
- The bidder is deemed not responsible
- The bidder is deemed non-responsive

### 3. COST ANALYSIS

The required cost forms and schedules will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section II, paragraph II.C.7.c. Adjustments will be made for the purpose of evaluation in accordance with procedures described in Section VII, COST.

Only those cost adjustments will be made for which a procedure is described in this RFP.

#### D. PASS/FAIL EVALUATION

##### 1. EVALUATION OF ADMINISTRATIVE REQUIREMENTS

The Administrative Requirements identified in Section V will be evaluated on a Pass/Fail basis; however, points will be given for number of webcasts as described in E.2 below. If the State determines that the bidder has not met any of these requirements and the deviation is material, the proposal will be rejected as "non-responsive", and no further evaluation of the proposal will occur.

##### 2. EVALUATION OF MANDATORY TECHNICAL REQUIREMENTS (Requirements 1 through 28)

The Mandatory Technical Requirements identified in Section VI of the RFP will be evaluated on a Pass/Fail basis. If the State determines that the bidder has not met any of these requirements, their proposal will be rejected as "non-responsive", and no further evaluation of their proposal will occur.

#### E. RESPONSE SCORING

Those proposals receiving a "Pass" on the Administrative Requirements and Mandatory Technical Requirements Pass/Fail Evaluation will then have scores assigned as follows:

##### 1. CLIENT REFERENCES

Five (5) Vendor Client Reference Forms are required to "pass" that Administrative Requirement. For those proposals receiving "Pass" on the Administrative Requirements evaluation, the Vendor Client Reference Forms submitted in response to RFP requirement V.B.1.c will be evaluated and scored as follows:

- a. Questions 2-8 of the Client Reference Form request the clients to rate their satisfaction with the level of service they have received from the bidder for the webcasts the bidder has performed for this client. The client is

requested to rate the bidder on each question on a scale of 1-5, 5 being the highest.

- b. For each bidder, the Client Reference scores received will be multiplied by the number of points assigned to each question. The total for all questions will be added together. The highest total awarded to any bidder is Three hundred Seventy-five (375) points.

## 2. NUMBER OF WEBCASTS

Section V, B.1.b asks the bidder to provide the number and type of webcasts the bidder has performed since January 1, 2005. For each bidder, the number of webcasts in each of the four categories will be totaled. The bidder with the largest total number of webcasts performed for this period shall receive four hundred and fifty (450) points; the other bidders will receive their respective proportional share of the four hundred fifty (450) points depending upon the number of webcasts they have performed during this same time period.

The formula for establishing proportional scores will be as follows:

$$\frac{\text{Bidder's Total Number of Webcasts}}{\text{Highest number of webcasts for single Bidder}} \times 450 = \text{Points awarded}$$

**Table 1: Example of the scoring for the number of webcasts**

A	B	C	D
Bidder Number	Bidder's Total Number of Webcasts	Highest Number of Webcasts for Single Bidder	Points awarded (Column B/C) X 450
1	1,500	2,000	338
2	2,000	2,000	450
3	1,760	2,000	396

## 3. COST EVALUATION

Points will be awarded based upon the costs each bidder proposes for all Mandatory requirements, (Part A.1 Service Package Offerings and Part A.2 Other Mandatory Service Offerings).



For purposes of evaluation only, the cost for each bidder will be determined as follows:

Part A.1

For evaluation purposes it will be assumed that the State will purchase one of each mandatory item in Part A.1 Service Package Offerings and the total cost of each of these items will be summed to arrive at a total evaluation cost for Part A.

Part A.2

For evaluation purposes it will be assumed that the State will purchase one of each mandatory item in Part A.2, Other Mandatory Service Offerings, with the following exception:

Requirement 25 – Near Real Time Editing Service

For this requirement, only the Near Real Time Editing Service for video editing, Requirement 25.2, will be purchased.

The sum total of all items in Part A.2 will be computed and will represent that bidder's cost for Part A.2.

The bidder's cost for Parts A.1 and A.2 will be summed to establish the bidder's evaluation total cost model.

The adjusted Cost Score is calculated by establishing a baseline for all bidders. The baseline is the average cost of all bids unless the lowest or highest bidder's cost is at least fifteen percent (15%) higher or lower than the next highest or lowest bid, in which case those bids will not be used in calculating the baseline. The baseline figure will be divided by the bidder's cost to derive the Adjusted Cost Score for each bidder. The Adjusted Cost Score will be multiplied by the weight factor of 1000 to derive the Weighted Cost Score for each bidder.

The formula for establishing the Weighted Cost Score will be as follows:

$$\frac{\text{Adjusted Cost Baseline}}{\text{Bidder's total cost}} \times 1000 = \text{cost points awarded}$$

**Table 2: Example of cost scoring**

A	B	C	D	E
Bidder Number	Bidder's Total Cost	Adjusted Cost Baseline	Adjusted Cost Score Using Baseline	Weighted Cost Score
1	\$150,000	\$162,500	1.083	1083
2	\$175,000	\$162,500	0.929	929
3	\$115,000	\$162,500	1.413	1413
4	\$140,000	\$162,500	1.161	1161
5	\$185,000	\$162,500	0.878	878

**Note:** The cost of \$115,000 for bidder 3 (lowest) is more than fifteen percent (15%) lower than the next lowest cost of \$140,000 for bidder 4; therefore, vendor 3's cost was not used in the calculation of the Baseline amount. ( $\$140,000 - 15\% = \$119,000$ )

Weighted cost scores more than fifteen percent (15%) below the average weighted cost score will not be considered for award. In the example above, the average weighted cost score is 1092.8. Bidder 5 would not be eligible for award ( $1092.8 \times .85 = 928.88$ ).

#### G. CONTRACT AWARD

The State intends to award contracts to all responsive and responsible bidders who have achieved the following:

1. Pass all of the Pass/Fail items
2. Have at least 200 points for client references
3. Have a weighted cost score greater than 15% below the average weighted cost score.

#### H. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

The DVBE Incentive is based on the minimum points allowed from the mandatory scorable requirements of this RFP. The following scale correlates the Bidder's confirmed DVBE participation to the incentive points offered, for a maximum point value of 50. **NOTE: The State has a DVBE goal of three percent (3%). If the**

**Bidder Declaration shows participation of less than 3%, a Good Faith Effort must be documented.**

<b>DVBE POINT SCALE</b>	
<b>Confirmed Participation of:</b>	<b>DVBE Incentive:</b>
<b>Over 3%</b>	<b>50 points</b>
<b>3%</b>	<b>40 points</b>
<b>2% up to 3%</b>	<b>30 points</b>
<b>1% up to 2%</b>	<b>20 points</b>

#### **I. SMALL BUSINESS PREFERENCE POINTS**

For the purposes of this RFP, the small business preference is applied to the total points scored during the evaluation and shall be computed as follows: if a large business has earned the highest point count, a preference equal to 5% of that total point score shall be computed and shall constitute the small business preference points, per Government Code Section 14838.b.2. The preference points shall be added to the total points of all responsive California Certified Small Business bidders.

**RFP MSA 55807****STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER / AGENCY BILLING CODE

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
Department of General Services

CONTRACTOR'S NAME

- 2 The term of this (leave blank) through (leave blank)  
Agreement is: Or upon DGS signature or approval, with two one-year options to extend

3. The maximum amount \$ -0-  
of this Agreement is:

- 4 This contract is to provide Streaming Video and Audio Services to State and local government agencies per RFP MSA 55807 and contractor's responses which are incorporated and made a part of this agreement by reference.

. The parties agree to comply with the terms and conditions of the following which are by this reference made a part hereof:

Exhibit A, Statement of Work, 6 pages

\*Exhibit B - 1. General Provisions – Information Technology, 4/12/07, 10 Pages

- 2. Information Technology Personal Services Special Provisions, 2/08/07, 5 Pages

Exhibit C - Information Technology Additional Provisions, 3 Pages

Exhibit D - Cost Worksheets, \_\_\_\_\_ pages

Items shown with an asterisk (\*) may be viewed at [www.pd.dgs.ca.gov/modellang/generalprovisions](http://www.pd.dgs.ca.gov/modellang/generalprovisions) or [www.pd.dgs.ca.gov/modellang/ITmodules](http://www.pd.dgs.ca.gov/modellang/ITmodules).

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

Department of General Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rita Hamilton, Deputy Director

ADDRESS

707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605--2811

**California Department of General Services  
Use Only**

☐ Exempt

## **A. STATEMENT OF WORK**

### **1. Purpose**

This Statement of Work (SOW) gives an overview of the Streaming Video and Audio Services under this Master Services Agreement (MSA) to be provided to the State of California agencies and participating local governments.

### **2. Period of Performance**

The Period of Performance for this MSA contract shall be for three (3) years with, at the State's option, two (2) separate one (1) year extensions.

### **3. Service Offerings**

Only the services in which each bidder successfully bids will be listed in the actual contract. Contractor personnel must be able to provide the following service packages which must include the minimum set of components as listed in Section VI Technical Requirements:

#### **Mandatory Service Package Offerings:**

Basic Live Streaming Video Package

Premium Live Streaming Video Package

Basic Live Streaming Audio Package

Premium Live Streaming Audio Package

Basic On-Demand Self-Published Streaming Video Hosting Service Package

Premium On-Demand Self-Published Streaming Video Hosting Service Package

Basic On-Demand Self-Published Streaming Audio Hosting Service Package

Premium On-Demand Self-Published Streaming Audio Hosting Service Package

Basic On-Demand Vendor-Assisted Streaming Video Hosting Service Package

Premium On-Demand Vendor-Assisted Streaming Video Hosting Services

Basic On-Demand Vendor-Assisted Streaming Audio Hosting Service Package

Premium On-Demand Vendor-Assisted Streaming Audio Hosting Service Package

#### **Other Mandatory Service Offerings:**

Event Planning and Production Service

Signal Capture Service

Onsite Audio/Video Stream Encoding Service

Remote Audio/Video Encoding Service

Compression/Signal Conversion Service

Near Real-Time Editing Service

Internet Content Delivery Network (ICDN) Service

Post Production Editing Service

Help Desk Service

**Desirable Service Offerings:**

Satellite, Broadcast Auxiliary Services (BAS) Radio link or Studio Transmission Link (STL) Service

Hosted Copy of Unedited Live Feed Service

Secure Streaming Service

Digital Asset Management (DAM) Service

Archiving to Moveable Media Service

Transcription Service

Performance Data Service

Closed Captioning Service

Interactive Services Service

Teleprompter Service

Videotape/Audiotape Backup of Live Event On-Site Service

Portable DSNG/DENG Units Service

**Other Desirable Features and Services (as proposed by Bidder)**

**C. GENERAL**

The availability of any MSA contractor does not preclude user agencies from following established state and/or local agency policies and procedures when considering service needs. This MSA is intended for use by agencies that have no current civil service expertise to fill their needs.

## 1. Contractor Responsibilities

- a. Contractor must be available for an interview within five (5) working days or a mutually agreeable time from the date of notification by the ordering agency.
- b. The selected Contractor shall not commence work until authorization has been received from the authorized contact of the ordering agency.
- c. The Contractor must have personnel available to commence work on the project if given sufficient advance notice by the ordering agency or upon mutual agreement.
- d. Contractor must be able to perform services in any location specified by the ordering agency, within the State.
- e. Work shall be performed during normal agency workdays and hours unless a different schedule is specifically requested by the ordering agency.
- f. There shall be no increase in hourly rates for extended hours or days.
- g. The Contractor may be required to travel in the performance of orders issued under this MSA. Any travel expenses associated with the project must be specified in the ordering agency's scope of work. All travel expenses must be preauthorized by the ordering agency and will be reimbursed at the then-current Department of Personnel Administration state rates. Local governments will pay according to their statutory requirements.
- h. For site preparation, Contractor shall provide the ordering agency, at least thirty (30) days prior to the scheduled event date, with any environmental specifications necessary to ensure the proper and efficient operation of all services. Contractor may inspect the site prior to the event to ensure specifications are met and the environment is acceptable.
- i. Failure to comply with any of the requirements from this section is grounds for contract termination.
- j. Contractor Reporting Requirements  
Contractors shall provide a report to the Department of General Services (DGS), Procurement Division (PD) contract administrator that provides details regarding contracts they have received on this MSA. The report shall be submitted to DGS on a quarterly basis to be received by DGS on April 15, July 15, October 15, and January 15 of each year. The report must contain the following information:
  - The MSA number
  - Contractor name and contact information
  - State or Local agency contact information and address
  - Agency billing code
  - Standard Agreement number
  - Dollar value
  - Contract term

Reports shall be submitted to:

Department of General Services  
Procurement Division  
707 Third Street  
West Sacramento, CA 95605  
Attn: Joyce Griffin

**k. Contractor Response to Request for Offer**

The RFO is a request to the Contractor to submit an offer to the ordering agency detailing the contractor's solution to the described situation and SOW. The Contractor's response must be within the requesting agency timeframe specified in the RFO. The response must include:

- A detailed task plan including each service offered and the cost per service.
- The Contractor's total proposed charges based on the service costs (or lower) established in the awarded contract.

**I. SMALL BUSINESS/DVBE-SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the contract or subcontract award made by the Contractor to a small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase document must be addressed to the prime Contractor, and must reference the information provided by the prime Contractor as outlined above.



## 2. Ordering Agency Responsibilities

- a. All user agencies shall comply with all applicable laws including the Public Contract Code and the Government Code. All orders on this contract must be limited to those services that cannot be performed by civil service employees and shall be processed in compliance with and in accordance to Government Code §19130.
- b. Request for Offer (RFO) - Participating state or local agencies shall release a RFO to at least three (3) contractors that meet their requirements for contract. Total estimated value for a contract shall not exceed \$500,000 without prior approval from DGS PD. This will enable agencies to request and receive competitive responses to their specific project for their review, comparison and selection. A SOW containing the ordering agency's requirements must be included in the RFO. The SOW cannot change unless all of the bidders contacted are given another opportunity to respond to the revised requirements. After review and comparison of all responsive offers, the ordering agency will select the Contractor that offers the best value effective solution as defined in Public Contract Code § 12100.7.
- c. If requesting camera crews to film events in a government facility, ordering agencies will be responsible for all required circuits as well as all security, electrical, and environmental requirements.
- d. Ordering agencies shall give the Contractor adequate, but no less than three (3) days, notice of the need to postpone or reschedule the event. Cancellation of service will be made at least forty-eight (48) hours prior to the day and start time of the event. Rescheduling and late cancellation fees may be charged if sufficient notice, as stated above, is not provided. Such fees shall not exceed the contracted cost for that event.
- e. User Instructions will be prepared and overseen by the DGS PD Contract Administrator assigned to this MSA. These instructions will include a list of all awardees by Contractor name, point assignment and maximum bid price. The agencies will use this information to complete their RFO process.
- f. All agencies using this MSA shall conform to the policies and procedures set forth in Management Memo 03-10 (or its most current revision), the State Contract Manual and the Purchasing Authority Manual.
- g. Agency contracts shall be prepared on a Standard Agreement 213 along with an Agreement Summary 215 including the SOW, Agency Billing Code and supporting documentation. Copies of all said documents must be sent to the Department of General Services, Procurement Division, Master Agreements Unit. There shall only be one Contractor per purchase order.
- h. Should occurrences of either outstanding performance or poor performance be encountered, the DGS PD Contract Administrator should be notified. The Contractor shall have the option of reviewing any such submitted performance reports and evaluations.

- i. If an ordering agency is found to be in violation of the MSA ordering procedures, Purchasing Authority Manual, or any other applicable policy or procedure, they will be subject to revocation of their delegation authority.
- j. Ordering agencies (with the exception of local governments) must follow all Department of Finance (DOF) processes and procedures for information technology as defined in the Statewide Information Management Manual, found at the following link:

<http://www.dof.ca.gov/HTML/IT/SIMM/SIMM.htm>

### **3. Invoices and Payments**

Upon execution of a contract under this MSA with an ordering agency, for services satisfactorily rendered, and upon receipt and approval of the invoices, the ordering agency will compensate the Contractor, in arrears, for expenditures incurred in accordance with the rates and payment provisions specified in the contract between the ordering agency and the Contractor. The rates may not exceed the rates specified herein, which are attached hereto and made a part of this Agreement.

In addition to the instructions in Item 29 of the General Provisions – Information Technology, invoices shall include the time period covered, work completed for the time period covered, and subcontractor services, and shall be submitted on the Contractor's letterhead signed by an authorized representative in arrears to the designated ordering agency personnel. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including description of the activities of the Contractor and subcontractors and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth in the Contractor's price sheet. The promptness of payments shall be governed by Government Code Section 927 et seq.

## ADDITIONAL PROVISIONS

### 1. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

### 2. Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractors shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by any of them as it is for the acts and omissions or persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### 3. Contract Violations

The Contractor acknowledges that any violation of Chapter 2 of the Public Contract Code, is subject to the remedies contained in Public Contract Code Sections 10420 through 10426.

### 4. Insurance Requirements

#### A. General Liability

Contractor shall furnish to the State a certificate of insurance stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
2. The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract (including all MSA release orders). In the event said insurance coverage expires at any time during the term of this contract, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work shall be performed prior to approval.

In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this contract.

**B. Workers' Compensation**

Contractor shall furnish to the State a certificate of insurance stating that there is Workers' Compensation insurance presently in effect for all of the contractor's employees who will be engaged in the performance of this agreement. The certificate of insurance must include the following provision:

The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.

**5. Contracts Funded by the Federal Government**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

**6. Budget Contingency Clause**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the contractor or to furnish any other considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the contractor to reflect the reduced amount.

**7. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**8. Federal Debarment**

The Federal Department of Labor requires that State agencies which are expending Federal funds of \$25,000 or more to have in the contract file, a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

**9. DGS Termination of Contract**

The DGS, Procurement Division may terminate this contract, for reasons other than convenience, at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**10. Negotiation**

At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations, prior to contract award and/or amendment, pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

**11. Conflict of Interest**

See Public Contract Code §10410 - §10412 for Current and Former State Employees.

**12. Air or Water Pollution Violations**

See Government Code §4477